CITY COUNCIL ACTION REPORT

June 2, 2010

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration
Mark F. Miller, Acting Assistant City Manager/Economic Development Services
R. Brent Savidant, Acting Planning Director
Peggy Sears, Human Resources Director
Susan A. Leirstein, Purchasing Director

SUBJECT: Building Department Services

Background

Two months ago, Mark Stimac told the HR director and City management staff that he could not compete with the Safe Built proposal. He was right; he cannot compete at any level, and his current model is not supported by employee concessions. Therefore, his proposal lacks validity.

On May 17, 2010, City Council authorized City management to work with the Building department to submit their last best offer. (Resolution #2010-05-108) The memo dated May 24, 2010, from Mark Stimac presents the Building department's staff proposal. (see Attachment A) It proposes to eliminate two positions - Inspection Supervisor and one (1) Account Clerk I to layoffs. The eight (8) remaining staff would be reduced to 65% of their current pay levels, then share 75% of revenue, once permit fees exceed $865,000.00 in any fiscal year. (see Attachment B for cost comparisons)

The building department costs remain fixed verses the variable model proposed by Safe Built, who will be paid 80% of the permit fees up to $1million. Once achieved, compensation will be reduced to 75% at the beginning of the next fiscal year and continue at that level until the Agreement terminates. Safe Built has also agreed to be paid for work in process at a not-to-exceed amount of $120,000.00 for permits issued and not completed, which currently exceed $1million in value. This includes the Beaumont Hospital project in which revenue was previously recognized and expenditures would be subsidized from the general fund, if services were performed in-house. If a permit is pulled exceeding $10,000.00 between now and July 1st, 2010, fees to Safe Built would be negotiated.

The Stimac proposal does not address service levels or turnaround times, unlike Safe Built who is being held to a higher standard. Many of the current building department processes are inefficient, as delineated in the Zucker report from 2008. Building department services should be based on demand. Technology should be in the forefront of change. Safe Built intends to expand the use of BS&A for reporting purposes and equip inspectors with laptops for online permitting, scheduling, and infield inspection results. In addition, Safe Built plans on operating under the current permit fee structure, while the building department would be requesting a modification of those fees.

Simply stated, historically, the basic function of local government was to deliver services to the community. That is still being done today. Yet, government needs to re-invent itself by doing more with less. Through structured analysis and isolating sectors where outside resources reduce general fund subsidies, as fiduciaries we have a duty to act responsibly and in the City's best interest.

June 2, 2010

To: John Szerlag, City Manager
Re: Building Department Services

The decision to determine if the services of the building department should be provided in-house by public employees or contracted-out for delivery by Safe Built is complete. A best value process allows us to evaluate a turn-key operation, which is a conservative $200,000.00 cheaper than the in-house proposal. The "make verses buy" analysis has reviewed the cost of services, service quality and control, management issues, financial issues, the impact on stakeholders, as well as statutory and regulatory concerns.

Financial Considerations

- Fees paid to Safe Built are based on permit and plan review. This revenue based solution guarantees no general fund subsidy for the Building Inspection operations.
- Additional reimbursements from Safe Built include lease of office space, cost for inspection phone line, vehicle leases and rental of equipment estimated at a total of $91,000 per year, with adjustments made each fiscal year as needed. Lease payments for office space include core service allocations, building maintenance activities and utilities. The building department occupies 2,546 square feet of space; and unless reconfigured will be the same used by Safe Built at $16.75 per sqft.
- Hourly rates would apply when a permit fee is not collected; such as for license inspections, posted home inspections, or any service not included in the scope of services outlined in Exhibit C of the Agreement. The rates include the pay rate, overhead, profit, travel and all other costs estimated at $40,500.00 annually.
- For emergency situations additional costs may be incurred, however these costs will be negotiated with Safe Built Michigan, Inc.(i.e. force majeure events)
- At no revenue level will the Staff expenditure proposal generate a more favorable return than Safe Built.

Legal Considerations

- The award is contingent upon the firm's submission of properly executed proposal, contract documents, insurance certificates and all other specified requirements.
- Safe Built Michigan, Inc. will submit four (4) signed copies of the attached Agreement at the June 7th City Council meeting.

Recommendation

- Now, having considered all the facts, City management has negotiated and recommends awarding a three (3) year contract for complete Building Department services with an option to renew for two (2) additional years to the best value proposal submitted by Safe Built Michigan, Inc. of Clarkston, MI, in accordance with the Agreement attached hereto.

Contract reviewed and approved as to legality:

_____ _____
Lori Grigg Bluhm, City Attorney Date

G:/Bid Award 10-11 New Format/Regular Business - Building Department Services 06.10v1.doc

City of Troy

Human Resources Department

DATE: June 1, 2010

TO: Susan Leirstein, Purchasing Director

FROM: Peggy Sears, Human Resources Director

CC: John Lamerato, Assistant City Manager, Finance & Administration
Mark Miller, Acting Assistant City Manager, Economic Development Services
John Szerlag, City Manager

SUBJECT: Building Inspection Operations

An analysis of the recent Building Department proposal to compete with SAFEbuilt, Inc. has been completed and results in affirming the recommendation to contract with SAFEbuilt for building inspection services. A description of the analysis follows.

By way of background, when initially offered the opportunity to compete against the private contractor, Mr. Stimac advised that he could not run the department with less than the current staffing level. He further advised that he could not compete with SAFEbuilt. Subsequently, having no proposal from the department for comparison, city administration proceeded to analyze the SAFEbuilt proposal against the current cost of operations. It was deemed to be in the City's best interest, both from an economic and efficiency standpoint, to contract with SAFEbuilt to provide inspection services.

On Monday, May 17, 2010, Mr. Stimac presented to City Council that he could provide a proposal that he believes will compete favorably against the SAFEbuilt proposal. As a result of that discussion, City Council directed management to provide Mr. Stimac the opportunity to submit his proposal for consideration. Mr. Stimac submitted a proposal (attachment A) on May 24, 2010. A comparative analysis was made between the department proposal and the SAFEbuilt proposal using three different revenue assumption levels (attachment B).

Generally, the proposal calls for laying off two employees, reducing staff salaries by 35%, further reducing salaries if the bargaining unit does not agree to the reduction of its two union members' salaries, profit sharing among employees once a threshold permit fee level was attained, and an opportunity to request an increase in permit fees. In making the financial comparison, all overhead costs and revenues were included. The cost of the department proposal includes all operating expenses of a line item budget. The cost of the SAFEbuilt proposal includes the reimbursements to the City for equipment rental ($2,785 per computer), vehicle rental (which includes gas, oil and maintenance) and rent ($16.75 per sq. ft).

As demonstrated in the cost comparison using the stated revenue assumption levels, the SAFEbuilt proposal saves between $183,000 and $481,000 over the staff proposal. Additionally, the cost of the department proposal increases to the extent current employees do not agree to the proposed salary reductions. Finally, given the proposed 25% profit-sharing component of the department proposal, the department cannot compete at any revenue level.

In addition to the financial savings, the following are important management considerations:

- Union concurrence is required before any salary reduction could be implemented for an employee who is represented by the Michigan Association of Police (MAP) union; therefore, the City cannot unilaterally reduce union employees' wages even if those employees agree to do so;
- To date, 55% of the employees have indicated that they do not accept the proposal submitted by Mr. Stimac. This means that any cost savings proposed by the department proposal would be reduced correspondingly. And, in the case of the union employees, any savings not realized by reducing their salaries would be captured by further reducing the salaries of the remaining employees;
- The functionality of the department will suffer when the environment is such that some employees have significantly reduced wages and some have not; feelings of resentment and low morale are inevitable.

Finally, it is important to note that, should the employees' salaries be reduced by 35%, their resultant salaries would be much lower than what they could potentially earn if hired by SAFEbuilt. These reduced wages, which do not recognize the 10+ years of highly skilled experience, would equate to an average of just 4% over the minimum pay rate that is paid by SAFEbuilt, Inc. for the same work.

Based on the foregoing analysis, it is recommended to privatize the Building Department operations and contract with SAFEbuilt for those services.

ATTACHMENT A

DATE: May 24, 2010

TO: Peggy Sears, Human Resource Director

FROM: Mark Stimac, Director of Building and Zoning

RE: Building Department Staff Proposal for Building Department Services

The following is an outline of the Building Department Staff proposal for building department services.

1. Two positions within the Building Department would be eliminated. This would be the Inspector Supervisor's position and one of the Account Clerk I position.
2. The base salaries of the remaining staff would be reduced to 65% of current (pre furlough) levels. This will bring us down very close to the $748,500 budget amount when other departmental costs are added in.
3. Once permit fee revenue exceeds $865,000 in any fiscal year, 75% of permit revenue will be paid to the Building Department staff on a pro-rated proportional share. Fees reported from the previous month will be paid on the second pay period of the following month.
4. If this arrangement is not acceptable to any bargaining unit involved, then the base wage percentages would be further reduced to meet the budget number and the additional permit revenue would be divided amongst the remaining non-union members.
5. Pay outs for any un-used vacation time in January of 2011 will be based upon ½ at the current (pre furlough) rate and ½ based upon the new base salary.
6. Pay outs for any unused sick time in November of 2010 will be based upon 66 2/3 (8/12) at the current (pre furlough) rate and 33 1/3 (4/12) at the new base salary.
7. After the potential pay outs for unused time noted above in items 5 & 6, future payouts for un-used sick or vacation time shall be based upon the new base salary, however, should any current member of the Building Department staff chose to retire under this agreement, their payouts of un-used sick time, vacation time, or compensatory time will be calculated at the current (pre furlough) rate.
8. The Building Department will be permitted to submit a proposal for review by City Council for a modification of minimum permit fees associated with mechanical, electrical, plumbing, and sewer installation permits.

Please let me know at your earliest convenience when you will be scheduling meeting with the Building Department staff to discuss this proposal.

Account Number	Description	2010 Adopted Budget	2011 Department Request	2011 Pre Millage Proposal	Staff Proposal
Fund	**101**	**GENERAL FUND**			
Expenses					
Department	**371**	**Building Inspection**			
PERSONAL SERVICES					
7702	Personal Service	$1,075,380.00	$673,112.00	$642,953.96	$367,167.75
7705	Holiday	$0.00	$0.00	$0.00	
7706	Personal Business	$0.00	$0.00	$0.00	
7707	S/A Supplement	$0.00	$0.00	$0.00	
7708	Union Business	$0.00	$0.00	$0.00	
7709	Funeral Leave	$0.00	$0.00	$0.00	
7710	Injury Leave	$0.00	$0.00	$0.00	
7711	Jury Duty	$0.00	$0.00	$0.00	
7715	FICA	$82,130.00	$51,723.00	$49,415.88	$27,812.85
7717	Workers Comp and	$10,350.00	$7,479.00	$7,311.47	$3,975.40
7718	Sick Pay Allowance	$61,450.00	$42,201.00	$42,201.00	$22,690.85
7719	Hospital and Life Insurance	$190,700.00	$150,731.00	$150,791.31	$123,087.00
7720	Vacation	$100,550.00	$80,114.00	$80,114.00	$43,629.95
7722	Retirement	$231,670.00	$180,417.00	$174,952.54	$98,092.20
Total: PERSONAL SERVICES		$1,752,230.00	$1,185,777.00	$1,147,740.16	$686,456.00
SUPPLIES					
7728	Office Supplies	$4,000.00	$3,000.00	$3,000.00	$3,000.00
7730	Postage	$4,000.00	$3,000.00	$3,000.00	$3,000.00
7735	Photographic Supplies	$0.00	$0.00	$0.00	
7740.015	Operating Supplies Computer	$28,300.00	$1,880.00	$1,880.00	$1,880.00
Total: SUPPLIES		$36,300.00	$7,880.00	$7,880.00	$7,880.00
OTHER SERVICE CHARGES					
7802.070	Contractual Services General	$0.00	$6,200.00	$6,200.00	$6,200.00
7802.180	Contractual Services Office	$4,200.00	$0.00	$0.00	
7802.200	Contractual Services Property	$8,000.00	$0.00	$0.00	
7814.040	Computer Services Computer	$47,350.00	$30,640.00	$30,640.00	$25,068.00
7816.010	Consultant Services Consultant	$60,500.00	$40,000.00	$40,000.00	$0.00
7850.015	Communications Mobile Phones	$3,500.00	$2,100.00	$2,100.00	$1,800.00
7850.020	Communications Pagers	$0.00	$0.00	$0.00	
7862	Vehicle Allowance	$3,900.00	$3,900.00	$3,900.00	$0.00
7901	Printing	$0.00	$0.00	$0.00	$650.00
7902	Books and Magazines	$1,000.00	$1,000.00	$1,000.00	$1,000.00
7943	Vehicle Rental-Motor Pool	$81,500.00	$37,050.00	$37,050.00	$29,640.00
7955.105	Miscellaneous Insurance Other	$7,000.00	$7,000.00	$7,000.00	$7,000.00
7958	Membership & Dues	$2,310.00	$1,100.00	$1,100.00	$1,100.00
7960.110	Education & Training General	$11,500.00	$8,000.00	$8,000.00	$8,000.00
7962	Other	$0.00	$200.00	$200.00	$200.00
Total: OTHER SERVICE CHARGES		$230,760.00	$137,190.00	$137,190.00	$80,658.00
CAPITAL OUTLAY					
7978.010	General Equipment General	$0.00	$0.00	$0.00	
7980.010	Office Equipment Office	$0.00	$0.00	$0.00	
Total: CAPITAL OUTLAY		$0.00	$0.00	$0.00	
Division Total: Building Inspection		**$2,019,290.00**	**$1,330,847.00**	**$1,292,810.16**	**$774,994.00**
Department Total: Building Inspection		**$2,019,290.00**	**$1,330,847.00**	**$1,292,810.16**	**$774,994.00**
Expense Totals		$2,019,290.00	$1,330,847.00	$1,292,810.16	$774,994.00
Fund Total: GENERAL FUND		**($2,019,290.00)**	**($1,330,847.00)**	**($1,292,810.16)**	$774,994.00
Revenue Grand Totals:		$0.00	$0.00	$0.00	
Expense Grand Totals:		$2,019,290.00	$1,330,847.00	$1,292,810.16	$774,994.00
Net Grand Totals:		($2,019,290.00)	($1,330,847.00)	($1,292,810.16)	($774,994.00)

City of Troy
Budget Position Expenses By GL Account

Pre Furlough Wages

101371371 - Building Inspection - Building			Wages - 7702	Longevity	FICA - 7715	WC - 7717	Sick - 7718	H/L - 7719	Vac - 7720	Ret - 7722	Total
STIMAC, MARK S	371110001	Building & Zoning	108,361	3,500	8,557	1,249	6,975	20,178	14,531	28,652	192,003
GRUSNICK, MITCHELL E	371230001	Plan Analyst	90,585		6,930	571	5,831	20,034	10,933	23,191	158,075
PAWLOWSKI, RICHARD J	371250001	Building Inspector	65,720	3,500	5,295	887	4,230	8,572	8,813	17,735	114,752
BOWERS, GARY L	371250002	Building Inspector	65,409	3,500	5,501	905	4,210	4,994	8,771	26,484	119,774
GALBRAITH, DENNIS W	371250008	Building Inspector	62,347		4,770	821	4,013	23,229	6,689	15,962	117,831
JOHNSON, GERALD M	371250009	Building Inspector	60,294		4,612	804	3,881	20,423	6,468	15,436	111,918
PASTERNAK, PAMELA R	371271001	Secretary II	49,610	3,500	3,987	457	3,129	8,434	6,519	13,356	87,995
NEWMAN, IRENE	371375004	Account Clerk I	41,009		3,137	422	2,640	17,223	4,399	10,095	78,925
Total			543,335	14,000	42,789	6,116	34,909	123,087	67,123	150,911	1,185,770

Department Proposal

			Wages - 7702	Longevity	FICA - 7715	WC - 7717	Sick - 7718	H/L - 7719	Vac - 7720	Ret - 7722	Total
STIMAC, MARK S	371110001	Building & Zoning	70434.65	3,500	5562.05	811.85	4533.75	20,178	9445.15	18623.8	133089.25
GRUSNICK, MITCHELL E	371230001	Plan Analyst	58880.25	0	4504.5	371.15	3790.15	20,034	7106.45	15074.2	109760.65
PAWLOWSKI, RICHARD J	371250001	Building Inspector	42718	3,500	3441.75	576.55	2749.5	8,572	5728.45	11527.8	78814
BOWERS, GARY L	371250002	Building Inspector	42515.85	3,500	3575.65	588.25	2736.5	4,994	5701.15	17214.6	80826
GALBRAITH, DENNIS W	371250008	Building Inspector	40525.55	0	3100.5	533.65	2608.45	23,229	4347.85	10375.3	84720.3
JOHNSON, GERALD M	371250009	Building Inspector	39191.1	0	2997.8	522.6	2522.65	20,423	4204.2	10033.4	79894.75
PASTERNAK, PAMELA R	371271001	Secretary II	32246.5	3,500	2591.55	297.05	2033.85	8,434	4237.35	8681.4	62021.7
NEWMAN, IRENE	371375004	Account Clerk I	26655.85	0	2039.05	274.3	1716	17,223	2859.35	6561.75	57329.3
Total			353167.75	14000	27812.85	3975.4	22690.85	123087	43629.95	98092.2	686455.95

Safe Built - City of Troy Building Inspection Department Proposals

ATTACHMENT B

Cost Comparison

	$887,000 Revenue Assumption	$700,000 Revenue Assumption	$800,000 Revenue Assumption	$1,000,000 Revenue Assumption
Safe Built Expenditure Proposal	$ 748,500	$ 600,000	$ 680,000	$ 840,000
Staff Expenditure Proposal	$ 774,994	$ 774,994	$ 774,994	$ 876,244
Initial Safe Built Expenditure Savings	$ 26,494	$ 174,994	$ 94,994	$ 36,244
Add'l Safe Built Reimbursements: Rent, Admin. Fee, Computers, Vehicle Rental	$ 91,000	$ 91,000	$ 91,000	$ 91,000
20% Safe Built Revenue (Fee) Capture	$ 177,400	$ 140,000	$ 160,000	$ 200,000
Safe Built Savings	$ 294,894	$ 405,994	$ 345,994	$ 327,244
Excess of Revenue Over (Under) Expenditures - Staff Proposal	$ 112,006	$ (74,994)	$ 25,006	$ 123,756
Net Safe Built Savings	$ 182,888	$ 480,988	$ 320,988	$ 203,488

Assumptions:

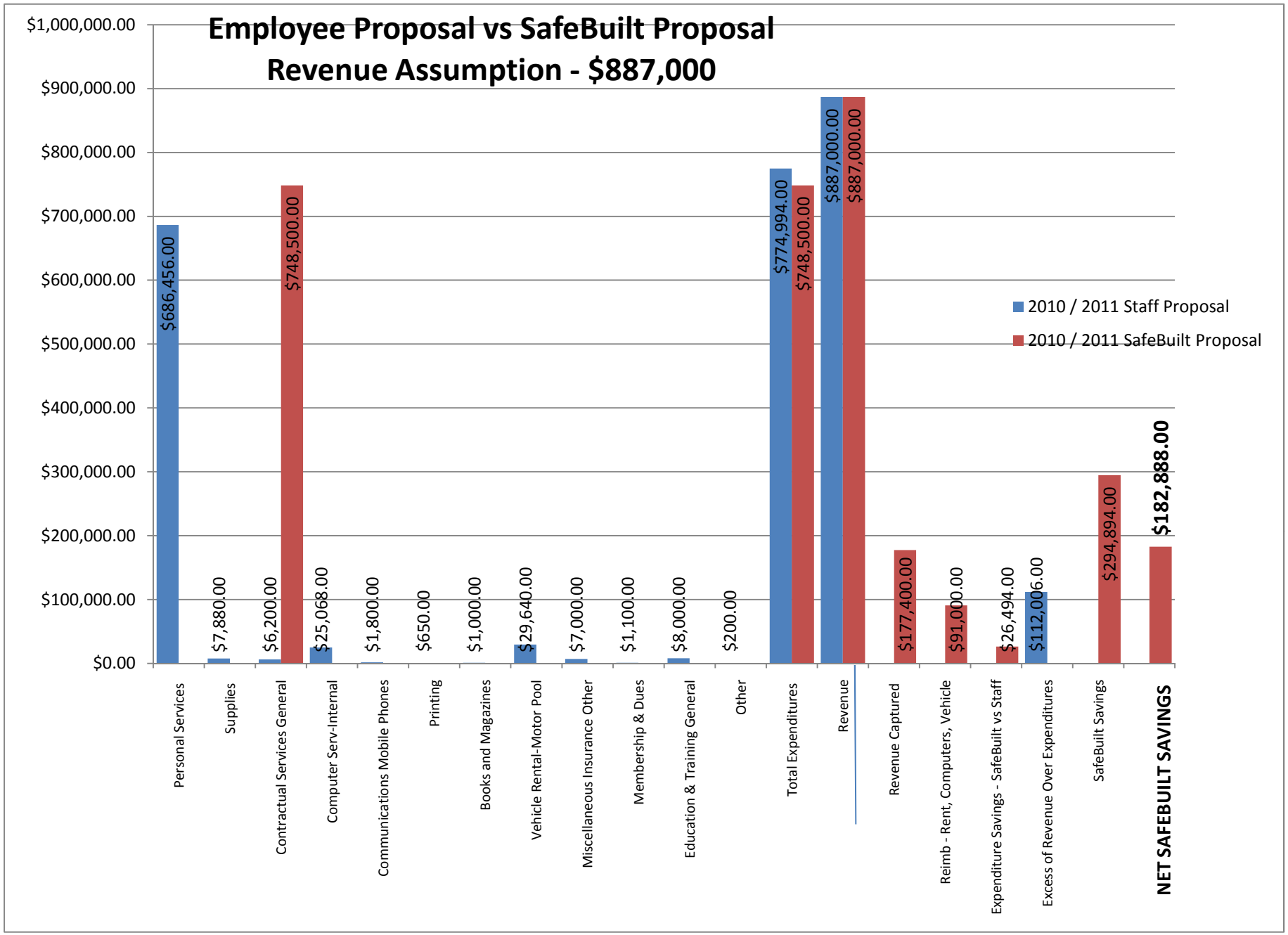
$887,000 Initial revenue forecast was based on 2010-11 permit revenue estimates
Staff proposal includes a 35% wage reduction and capturing 75% of permit revenue over $865,000
Safe Built expenditure proposal includes approx. $40,000 for non-permit related work

Observation: At no revenue level will the Staff expenditure proposal generate a more favorable return than Safe Built

Prepared By John M. Lamerato, Assistant City Manager-Finance and Admin.

Account Number	Description	2010 Adopted Budget	2011 Department Request	2011 Pre Millage Proposal	Staff Proposal	Staff Proposal $700,000	Staff Proposal $800,000	Staff Proposal $1,000,000
Fund	**101**	**GENERAL FUND**						
Expenses								
Department	**371**	**Building Inspection**						
Business Unit	**371**	**Building Inspection**						
PERSONAL SERVICES								
7702	Personal Service	$1,075,380.00	$673,112.00	$642,953.96	$367,167.75	$367,167.75	$367,167.75	$367,167.75
7705	Holiday	$0.00	$0.00	$0.00				
7706	Personal Business	$0.00	$0.00	$0.00				
7707	S/A Supplement	$0.00	$0.00	$0.00				
7708	Union Business	$0.00	$0.00	$0.00				
7709	Funeral Leave	$0.00	$0.00	$0.00				
7710	Injury Leave	$0.00	$0.00	$0.00				
7711	Jury Duty	$0.00	$0.00	$0.00				
7715	FICA	$82,130.00	$51,723.00	$49,415.88	$27,812.85	$27,812.85	$27,812.85	$27,812.85
7717	Workers Comp and	$10,350.00	$7,479.00	$7,311.47	$3,975.40	$3,975.40	$3,975.40	$3,975.40
7718	Sick Pay Allowance	$61,450.00	$42,201.00	$42,201.00	$22,690.85	$22,690.85	$22,690.85	$22,690.85
7719	Hospital and Life Insurance	$190,700.00	$150,731.00	$150,791.31	$123,087.00	$123,087.00	$123,087.00	$123,087.00
7720	Vacation	$100,550.00	$80,114.00	$80,114.00	$43,629.95	$43,629.95	$43,629.95	$43,629.95
7722	Retirement	$231,670.00	$180,417.00	$174,952.54	$98,092.20	$98,092.20	$98,092.20	$98,092.20
Total: PERSONAL SERVICES		$1,752,230.00	$1,185,777.00	$1,147,740.16	$686,456.00	$686,456.00	$686,456.00	$686,456.00
SUPPLIES								
7728	Office Supplies	$4,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
7730	Postage	$4,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
7735	Photographic Supplies	$0.00	$0.00	$0.00				
7740.015	Operating Supplies Computer	$28,300.00	$1,880.00	$1,880.00	$1,880.00	$1,880.00	$1,880.00	$1,880.00
Total: SUPPLIES		$36,300.00	$7,880.00	$7,880.00	$7,880.00	$7,880.00	$7,880.00	$7,880.00
OTHER SERVICE CHARGES								
7802.070	Contractual Services General	$0.00	$6,200.00	$6,200.00	$6,200.00	$6,200.00	$6,200.00	$6,200.00
7802.180	Contractual Services Office	$4,200.00	$0.00	$0.00				
7802.200	Contractual Services Property	$8,000.00	$0.00	$0.00				
7814.040	Computer Services Computer	$47,350.00	$30,640.00	$30,640.00	$25,068.00	$25,068.00	$25,068.00	$25,068.00
7816.010	Consultant Services Consultant	$60,500.00	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00
7850.015	Communications Mobile Phones	$3,500.00	$2,100.00	$2,100.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00
7850.020	Communications Pagers	$0.00	$0.00	$0.00				
7862	Vehicle Allowance	$3,900.00	$3,900.00	$3,900.00	$0.00	$0.00	$0.00	$0.00
7901	Printing	$0.00	$0.00	$0.00	$650.00	$650.00	$650.00	$650.00

7902	Books and Magazines	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
7943	Vehicle Rental-Motor Pool	$81,500.00	$37,050.00	$37,050.00	$29,640.00	$29,640.00	$29,640.00	$29,640.00
7955.105	Miscellaneous Insurance Other	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
7958	Membership & Dues	$2,310.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00
7960.110	Education & Training General	$11,500.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00
7962	Other	$0.00	$200.00	$200.00	$200.00	$200.00	$200.00	$101,450.00
Total: OTHER SERVICE CHARGES		$230,760.00	$137,190.00	$137,190.00	$80,658.00	$80,658.00	$80,658.00	$181,908.00
CAPITAL OUTLAY								
7978.010	General Equipment General	$0.00	$0.00	$0.00				
7980.010	Office Equipment Office	$0.00	$0.00	$0.00				
Total: CAPITAL OUTLAY		$0.00	$0.00	$0.00				
Division Total: Building Inspection		**$2,019,290.00**	**$1,330,847.00**	**$1,292,810.16**	**$774,994.00**	**$774,994.00**	**$774,994.00**	**$876,244.00**
Department Total: Building Inspection		**$2,019,290.00**	**$1,330,847.00**	**$1,292,810.16**	**$774,994.00**	**$774,994.00**	**$774,994.00**	**$876,244.00**
Expense Totals		$2,019,290.00	$1,330,847.00	$1,292,810.16	$774,994.00	$774,994.00	$774,994.00	$876,244.00
Fund Total: GENERAL FUND		**($2,019,290.00)**	**($1,330,847.00)**	**($1,292,810.16)**	$774,994.00	$774,994.00	$774,994.00	$876,244.00
Revenue Grand Totals:		$0.00	$0.00	$0.00				
Expense Grand Totals:		$2,019,290.00	$1,330,847.00	$1,292,810.16	$774,994.00	$774,994.00	$774,994.00	$876,244.00
Net Grand Totals:		($2,019,290.00)	($1,330,847.00)	($1,292,810.16)	($774,994.00)	($774,994.00)	($774,994.00)	($876,244.00)


Employee Proposal vs SafeBuilt Proposal
Revenue Assumption - $887,000
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2010 / 2011 Staff Proposal
2010 / 2011 SafeBuilt Proposal
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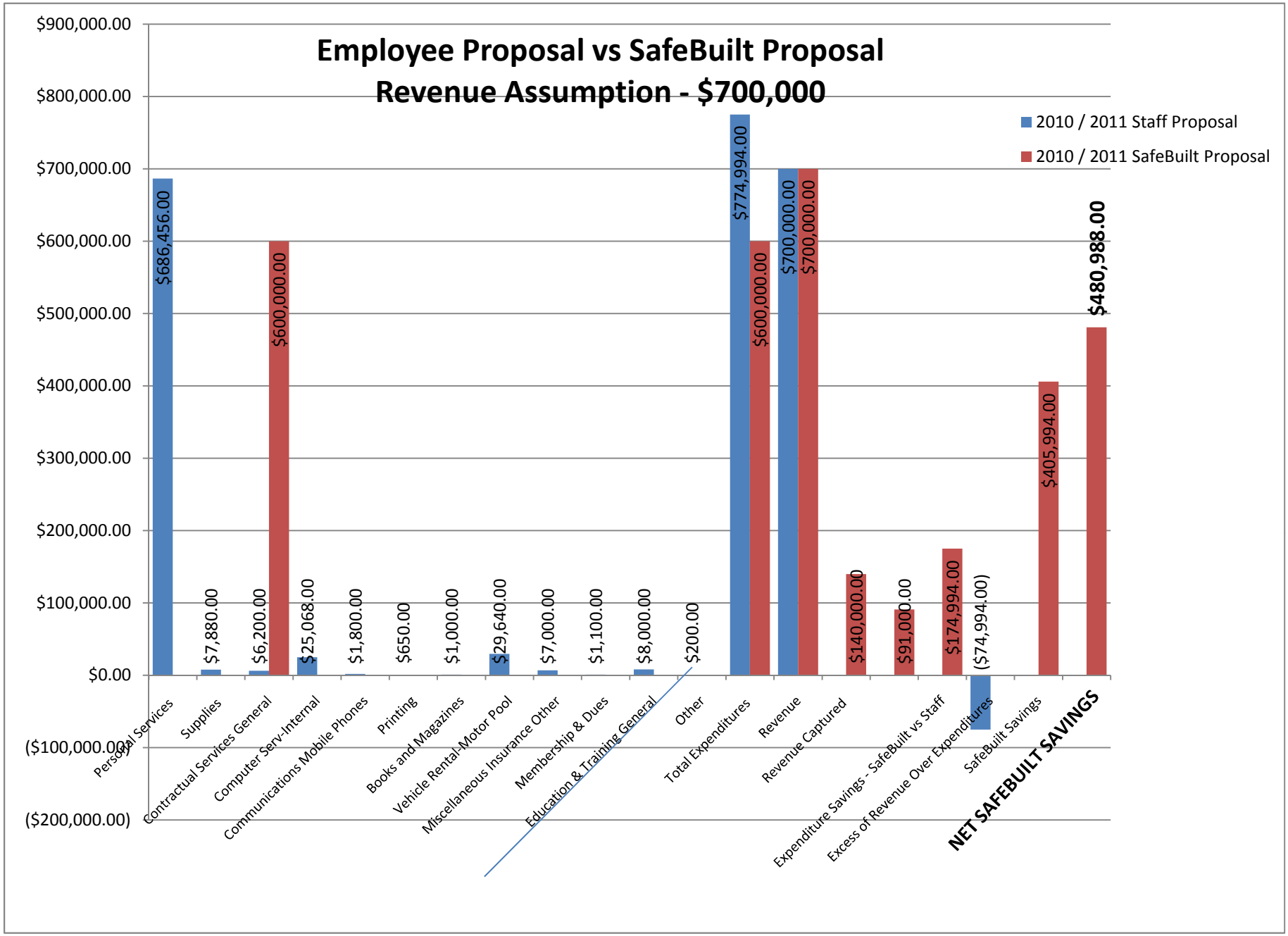
Personal Services
Supplies
Contractual Services General
Computer Serv-Internal
Communications Mobile Phones
Printing
Books and Magazines
Vehicle Rental-Motor Pool
Miscellaneous Insurance Other
Membership & Dues
Education & Training General
Other
Total Expenditures
Revenue
Revenue Captured
Reimb - Rent, Computers, Vehicle
Expenditure Savings - SafeBuilt vs Staff
Excess of Revenue Over Expenditures
SafeBuilt Savings
NET SAFEBUILT SAVINGS


Employee Proposal vs SafeBuilt Proposal
Revenue Assumption - $700,000
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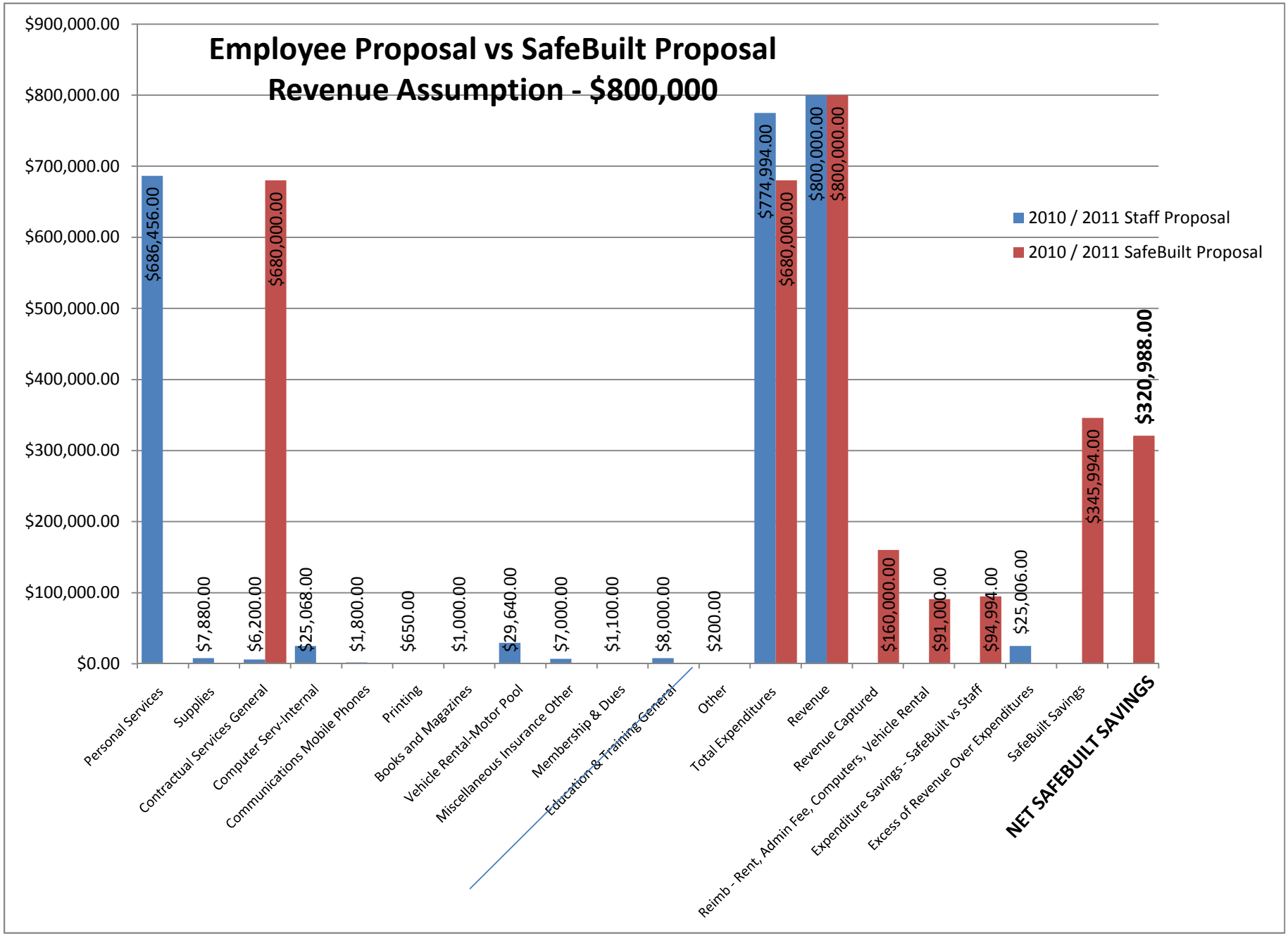
Employee Proposal vs SafeBuilt Proposal
Revenue Assumption - $800,000
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Personal Services
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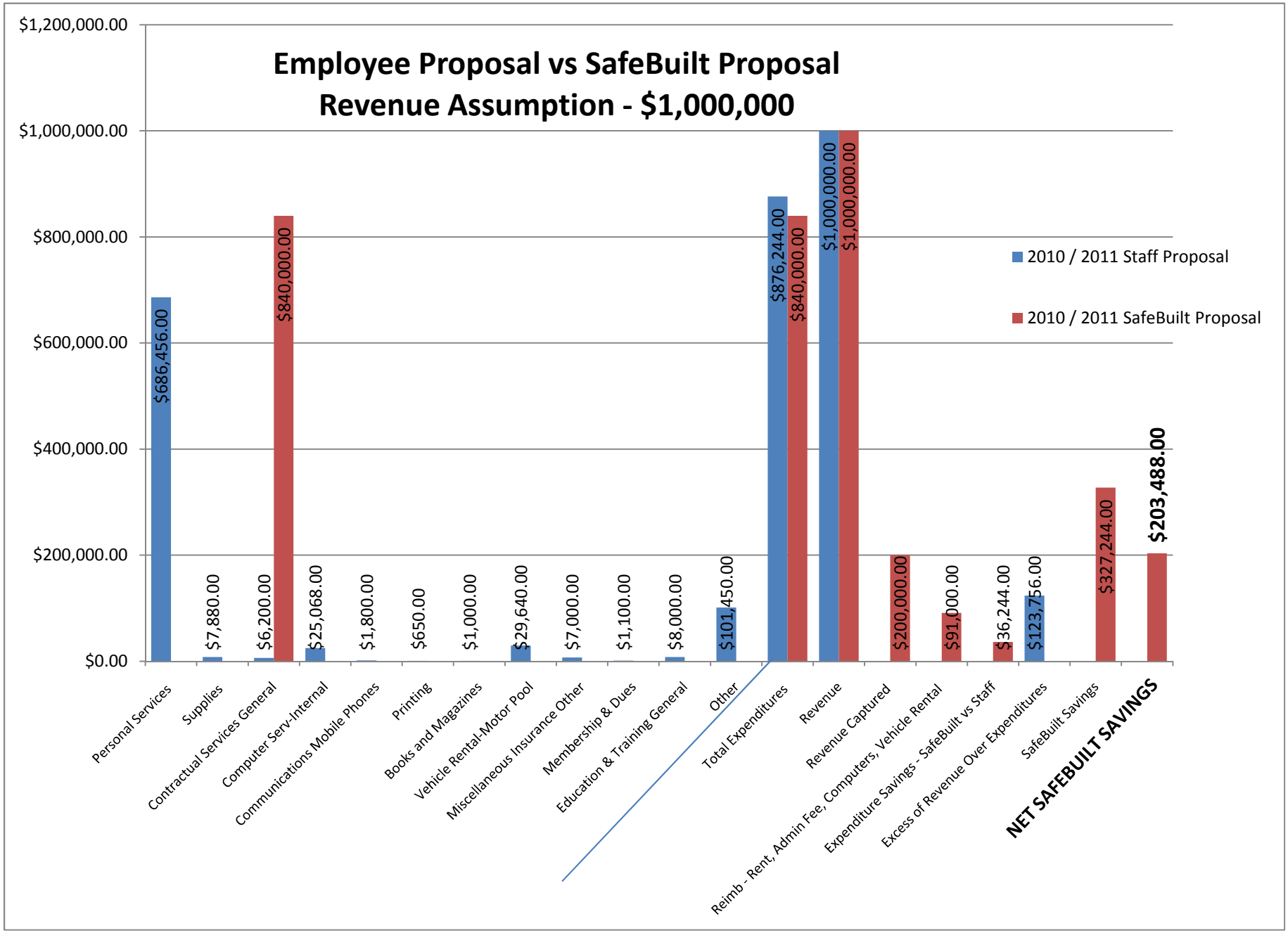
Employee Proposal vs SafeBuilt Proposal
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$876,244.00
$840,000.00
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$200,000.00
$91,000.00
$36,244.00
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$203,488.00
Personal Services
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Date: June 2, 2010

To: Susan Leirstein, Purchasing Director

From: Mark F. Miller, Acting Assistant City Manager/Economic Development Services MFM

Subject: Building Inspections Department Proposal

Mark Stimac, Director of Building and Zoning, submitted a proposal to compete against the Safe Built turnkey proposal. In reviewing Mr. Stimac's proposal I have identified four operational deficiencies contained within the proposal.

1. This proposal includes four inspectors, one for each certification or license. The proposal is silent on how inspections will be handled due to leave time or disability taken by any of the inspectors. Let's say that the electrical inspector takes a two week vacation or the plumping inspector is medically disabled, how will their inspection workload be covered? It appears the proposal is not valid due to this flaw.

2. There is no determination of what level of inspection or plan review demand the proposal can satisfy and at what cost. If plan review and building inspection activity increases substantially, when would it be necessary to increase staffing levels? The proposal has a basis for increased salaries if the permit fees exceeds $865,000. This revenue sharing scheme contains a flaw, because it does not identify how a spike in inspections or plan review demand will be handled from a staffing standpoint. The peaks could be handled with either contractual services or additional employees, but the proposal is silent in this regard. Thus there is a cost for high demand situations not identified in the proposal. It appears that the proposal is not valid due to this flaw.

3. The Building Inspections Department is silent regarding technological efficiencies. Is there a commitment by the Building Inspections Department to utilize BS & A Software/Equalizer to its fullest capabilities? What other technological efficiencies is the Department proposing? Technological improvements translate into efficiencies.

4. The Building Inspections Department proposal did not address performance standards. While Safe Built would be contractually committed to the performance standards recommended by Zucker Systems. Will the Department be able to provide an acceptable level of service?

Based upon these findings the Building Inspections Department proposal is not valid. If you have additional questions please feel free to contact me.

CC: John Szerlag, City Manager
John Lamerato, Assistant City Manager/Finance & Administration
Peggy Sears, Human Resources Director

G:\MY DOCUMENTS\Miller\Privatization\Building\Safe Built\Agreement\Building Inspections Department Proposal for City Council.docx

G. POSTPONED ITEMS:

G-1 No Postponed Items

H. REGULAR BUSINESS:

H-1 Appointments to Boards and Committees: None Scheduled

H-2 Nominations for Appointments to Boards and Committees: None Scheduled

H-3 Alcohol Sales at the Troy Community Center

Resolution #2010-05-107
Moved by Kerwin
Seconded by Beltramini

RESOLVED, That the Troy City Council **DIRECTS** City Administration to explore the requirements for the serving of alcohol at the Community Center, and to formulate the procedures for alcohol service at the Community Center.

Yes: Schilling, Beltramini, Fleming, Kerwin, McGinnis, Slater
No: Howrylak

MOTION CARRIED

The meeting **RECESSED** at 9:46 PM.

The meeting **RECONVENED** 9:57 at PM.

H-4 Building Department Services – Safe Built Michigan, Inc. Contract

Resolution
Moved by Kerwin
Seconded by Fleming

RESOLVED, That Troy City Council hereby **APPROVES** the H-4 *Building Department Services – Safe Built Michigan, Inc. Contract* **PENDING** the crafting of language by the City Attorney and signed by Safe Built Michigan, Inc. representatives regarding the 80/20 prorated inspections provision; and

THEREFORE BE IT RESOLVED, That Troy City Council hereby **AWARDS** the attached three-year contract to provide Building Department Services to the best value proposal submitted by Safe Built Michigan, Inc. of Clarkston, MI, as a result of a best value process, which the Troy City Council determines to be in the public interest, to expire June 30, 2013, with an option to renew for two (2) additional years provided Safe Built Michigan, Inc. has met all the contract terms and conditions in accordance with the Professional Service Agreement dated May 17, 2010, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of proper proposal, contract documents and all other specified requirements; and

BE IT FINALLY RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the documents on behalf of the City of Troy.

Vote on Resolution to Postpone Agenda Item H-4 *Building Department Services – Safe Built Michigan, Inc. Contract*

Resolution #2010-05-108
Moved by Howrylak
Seconded by Beltramini

RESOLVED, That Troy City Council hereby **POSTPONES** agenda item H-4 *Building Department Services – Safe Built Michigan, Inc. Contract* until the Monday, June 7, 2010 Regular City Council meeting to allow City Management to work with the Building Department so that they have the opportunity to submit their last best offer.

Yes: Beltramini, Fleming, Howrylak, McGinnis, Slater, Schilling
No: Kerwin

MOTION CARRIED

H-5 Standard Purchasing Resolution 11: Rejection of Proposals – Code Enforcement Services

Resolution #2010-05-109
Moved by Beltramini
Seconded by McGinnis

RESOLVED, That Troy City Council hereby **REJECTS** all proposals for SOQ/RFP-COT 10-03, Code Enforcement Services opened February 17, 2010 and March 18, 2010, respectively, and will retain these services in-house through the Planning Department.

Yes: Fleming, Howrylak, Kerwin, McGinnis, Slater, Schilling, Beltramini
No: None

MOTION CARRIED

H-6 Resolution to Postpone Standard Purchasing Resolution 8 – Best Value Award: Golf Course Operations

Resolution #2010-05-110
Moved by Beltramini
Seconded by Howrylak

RESOLVED, That Troy City Council hereby **POSTPONES** agenda item H-6 *Standard Purchasing Resolution 8 – Best Value Award: Golf Course Operations* until the Regular City Council meeting scheduled for Monday, June 7, 2010.

Mary F Redden

From:	Mary F Redden
Sent:	Monday, May 17, 2010 6:11 PM
To:	John M Lamerato; Mark F Miller; Lori G Bluhm; 000schilling@ameritech.net; Dane Slater (djlkslater@aol.com); Mary Kerwin (marykerwin5@hotmail.com); Maureen M. McGinnis (mmcginnis@dmcginnis.com); mfhowryl@umich.edu; rbeltram@wideopenwest.com; Wade Fleming; wade.fleming@proforma.com
Subject:	Management's Responses to Council's Questions on Tonight's Agenda
Attachments:	M.024 Susan Leirstein re Building Insp Services RFP-COT 09-49.pdf; Golf Course Submittal.pdf; Midwest Landscape RFP docs.pdf

H-04 – Building Department Services – Safe Built of Michigan

Council Member Robin Beltramini's Questions:

From the memo — You gave a summary of the current personnel proposal, but we have never seen anything in writing. Please forward a copy of that to us.

The Building Department provided no alternative proposal to compete with the turnkey proposal submitted by Safe Built Michigan. Thus, the only comparison to consider is the current cost of operations; that cost, including overhead, is $1,173,007, or $424,507 over what was proposed by Safe Built Michigan.

Additionally, the proposal from Safe Built Michigan includes a fee as a percent of permit fees. The current cost is a constant cash flow expenditure regardless of permit fees received. This feature is significant, and one that current employees are unable to provide.

The Building Department submittal is attached.

What might be an "emergency situation" potentially requiring additional costs?

Force majeure events.

From the contract — First, correct the City of Troy zip code.

The typo has been corrected.

Sec. 2.3—reads ". . .designate additional compensation. . ." I believe this would be better stated to ". . .designate any changes in compensation. . ." which would allow for decreases as well as increases.

Change has been made.

Sec. 3.2—needs a "." at the end of the paragraph.

The typo has been corrected.

I have a concern regarding the additional 5% being applied to the whole subsequent year as opposed to the portion of any given year over $1,000,000. There is no incentive to collect evenly or efficiently. Once the contractor can meet that $1,000,000 threshold before June 30—and there are a number of strategies, not all completely acceptable—the additional 5% is good on a whole next year. Where is the City's interest in this? Surely it is not the 5% for the next year when there is no guarantee that any subsequent year will be as good or better than a previous year, particularly when fees can be collected at the last minute.

Once the permit fees $1,000,000, the % goes to 80%, then goes back to 75% at the beginning of the next fiscal year.

Sec. 3.3—typos: second line ". . .which as fee. . ." Next line, delete one of the commas.

The typos have been corrected.

This section does not speak to the situation where a fee might be collected. It would seem to me that if a fee was collected and additional work had to be performed, the fee would not be part of the 80/20 or 75/25 calculation.

That's correct .. That's true .....

Sec. 3.5—delete the first "shall."

The typo has been corrected.

Sec. 4.5 and 4.6 and Sec. 17.11 and 17.12—add space between paragraphs

The typo has been corrected.

Sec. 4.11—makes Safe Built employees available only for actions instituted by the City. Those employees need to be available for those cases where the action is against the City, as well. Additionally, in the Exhibits, such time is limited to 16 hours per action. Depending upon the case, that may, or may not be adequate when looking at testimony and document preparation time.

Added "or involving" after "instituted by" in the 3rd line. Further, since the Building Inspections Department is not longer involved in zoning is very doubtful that any case will exceed 16 hours, the Planning Director would be involved.

Sec. 5.2—I believe this needs to read "and" instead of "or" for submission of oral and written complaints. Additionally, in the Safe Built submittal it is stated that there will be two attempts at resolution before involving the City building official. I would think that we would want to know more promptly than that. Since the submittal documents are part of the contract, we would want to address such a discrepancy directly.

Operational issue

Sec. 5.3—"inspectors" in the third line should be possessive.

The typo has been corrected.

When speaking of the performance reviews and their timing, I believe it would be a good idea to allow ourselves the flexibility to review anytime we felt it necessary—for whatever reason. There is no sentence in this document that allows us such flexibility.

The language does allow for the flexibility to make reviews at any time; the schedule of reviews is a guideline.

Sec. 6.1—Private property need not be an option except at the direction of the City. They are representing us, need to coordinate with other departments, need to be handy.

Changed to add two new first and second sentences that read "Specifications require Safe Built to have an office on site in City Hall. As provided in this section 6.1, the City in its sole discretion may require Safe Built to perform the services of this Agreement at a different location within a City owned building or allow Safe Built to move its offices to non-city owned property within the City of Troy.

Change the current first sentence to read: "At the effective date of this Agreement, Safe Built shall be ~~entitled to~~ allowed .... Continue on with the sentence".

Sec. 6.3—typos: "acknowledges" in the third line and in line six "times".

The typos have been corrected.

Sec. 7.2—Why are we allowing 15 days before a vehicle must be returned? It seems overly generous.

Changed the fifteen (15) days in the 5th sentence to seven (7) days.

Sec. 7.3—typo: ". . .shall insure those vehicles".

The typo has been corrected.

This also would be an excellent opportunity to insert in these rental agreements that there will be no smoking in the vehicle and no cell phone use while the engine is running. We can require more of these sorts of contracts.

Added the following between the first and second sentences: "No personal vehicles shall be used for any service performed under this Agreement. Safe Built shall not smoke inside City-owned vehicles. Use of cellular/wireless phone shall be prohibited while a City-owned vehicle is in motion or idling in traffic. Safe Built shall comply with all laws or ordinances prohibiting texting or other types of distracted driving. Safe Built shall must be in compliance with Administrative Memorandum 1-RM-12, "Safe Use of Cellular and Wireless Telephones", issued June 28, 2005 and any revisions to that Memorandum. All Safe Built employees must acknowledge by signature that they have read and understand the Administrative Memorandum.

Sec. 7.13—typo: last line on page 10 ". . .shall be considered. . ."

The typo has been corrected.

8.2 Last sentence – Delete "~~Sandra Kasperek~~" and add "the" before City Treasurer".

Sec. 10.0—Since we are developing the "joint" identification for the automobiles, might it be prudent for the same identifier be used on the Safe Built letterhead for Troy matters?

Added a new sentence at the end of the paragraph that reads : "Any time Safe Built use the name "City of Troy" or the City of Troy logo on letterhead, documents envelopes, business cards, or other printed materials, it must also include a Safe Built designation approved by the Assistant City Manager/Economic Development Services".

Sec. 11.1—typo: last sentence "provided".

The typo has been corrected.

Sec. 12.1—The section on automobile liability and insurance does not speak to any personal vehicle that might be used by an employee in fulfillment of these responsibilities. I don't see anything in the submittal documents that would prohibit such an arrangement. Therefore, I would like to see us address such a situation in the contract.

See 7.3 above

General concern—Although the submittal documents tell of a desire to think about hiring current City of Troy personnel, they also speak to needing only approximately five people and list that many people already

qualified on Safe Built Michigan staff. Therefore, I see no actual evidence of a desire to consider our employees at all, let alone in a primary manner. Seems disingenuous.

David Thomsen will address at the meeting tonight.

Comment/concerns re the submittal documents, in addition to those addressed through contract comments — In the answers to the organizational questionnaire: Q. 3 response was a total of all Safe Built employees, not noted as just Safe Built Michigan. Michigan personnel is a much smaller number. I just want to have a clarification.

David Thomsen will address at the meeting tonight.

Scope of Services document—In the review schedule, there is no second opportunity for residential plan discussion. The Zucker report offers a recommendation of not only a second discussion, if necessary, but a third. Also in the review schedule is the desire for up to 20 days to review large commercial plans. This delay beyond recommendations will only add to any non-competitive perception contracting these services could induce.

David Thomsen will address at the meeting tonight.

The sample plan review letters—They have a boiler-plate first page, the tone of which I find to be unacceptable. It contains irrelevant information, because of its boiler-plate format and is written in a dictatorial, "screaming" tone with so much underlined and bolded. This is not good customer service, in my mind and definitely not the tone that our clients have come to expect.

The City's standard plan review notice will be used.

Exhibit D—Speaks to issuing "Dangerous Building Notices" for vehicles and fire damaged buildings. What about the other kinds of dangerous buildings? Will they not notice those as well? Are we confident that "enforcing all City of Troy ordinances" covers this?

4th line should read: "Issue "Dangerous Building Notices". Delete "~~vehicle or fire damaged buildings~~".

Exhibit E – First line delete "~~Certified Building Code Official~~". It should just read "Supervisor".

Exhibit F—Speaks to "fire districts." Do we have those?

#5 should read: "Fire Department" not ~~"fire districts".~~

General question: The original Safe Built Michigan proposal was given at 75% of permit fees and an hourly rate. What was added when the plan became "turnkey" and rate moved to 80%? I see no change in the hourly rates, nor any change contractually for services from the original proposal, but our cost went up.

The original Safe Built Michigan proposal included only providing limited services to create a hybrid department. There was no overall management of the department, record keeping or administration of Chapters 2, 13, 19, 20, 47, 61, 64, 67, 68, 71, 73, 76,77, 79, 82, 82A, 83, 85, 88, 93, and 97. There are no permit fees for the 21 Chapters that Safe Built will be responsible for. This arrangement will guarantee a revenue source for the general fund and eliminate a funding subsidy that audits indicated reached $5 million over the past five years.

Council Member Martin Howrylak's Questions:

Please provide a copy of the building department's submittal to management.

The Building Department submittal is attached.

How much was for salary/benefits for how many employees?

See the Building Department proposal (attached).

Was the employee submittal to retain all the current employees or just the number needed to do the reduced workload?

The department proposal included 10 employees; it was determined to be the necessary staffing level.

How much for overhead was allocated in the submittal? What is the overhead breakout? Does it include cost for gas which the private company gets free when it leases the vehicles? How much for utilities and were these utilities included in the employees' submittal?

As can be seen in the department proposal, the overhead is $25,271.

How much did the City include in overhead for the employee submittal vs. the lease charges?

The overhead for the department submittal is $25,271. Lease charges to Safe Built include all of the same overhead.

How much is the City expected to pay for the non permit fee work we have the company do? Do we have an estimate based on what staff currently does for the non permit fee work? Will it be a few thousand or will it be a $100,000?

None; it's included in the contract ($0).

In the contract, for permits already issued but not completed, the private company will get paid to complete but paid an hourly basis. Can
this total expense to the City exceed 80% of the permit fee?

No.

As written it can. If limited to 80% of the fee, will it be prorated, i.e., if half the work has already been done, can they still get the full 80% of the permit fee and possibly more if they get paid on an hourly basis or half of the 80%?

No.

What is the expected total cost to the City for the two Housing and Zoning Inspector positions?

Cost for current inspectors = $207,302

Cost for inspectors transferring in = $239,568

Resulting additional cost = $32,266

How much space is currently occupied by the Building Department?

2,546 square feet, however the contract is written to allow the use of less space at a square foot price.

Why is the City not being reimbursed for utilities by the contractor?

The lease rate includes utilities.

Since the City is still processing payments and fees, why is there not a fee to the contactor for handling of payments?

The lease rate includes core services within City Hall.

What are some examples in section 3.3 where the City may need to pay additional fees?

Force majeure.

How many individuals currently staff the Building Department? How does this compare to the number of staff that the contractor will provide?

Current Staffing level: 10 f-t + 2 p-t (Director, Plan Analyst, Inspector Supervisor, Inspectors (4), Secretary, Account Clerk (2). Safe Built will determine staffing level based on need when they take over

Please compare schedule J to all equipment currently in use by the Building Department? Please note what items will not be used by the contractor.

All items are currently being used and can be used by Safe Built.

Why is the City responsible for all maintenance of all items and equipment to be used by the contractor? Why are we not being reimbursed for our costs to maintain this equipment?

The cost is included in either the building lease or vehicle rental rates.

Why is there no requirement that the contractor hire a certain number of current staff? The continuity of staff is certainly something that we should desire.

City cannot handcuff a bidder and require they hire certain staff. Although this was encouraged and discussed with a privatization bidders. Safe Built is interviewing and making offers to City of Troy employees. City Management's proposal does have continuity.

Mayor Louise Schilling's Questions:

In reviewing the agenda for tonight's meeting I did not find the City employee's bid data for privatization of the **Building Department**. Please provide that data to Council.

Department proposal is attached.

Regarding privatization of departments on future agendas: May Council receive the data regarding bids by the employees if submitted?

Yes.

H-06 – Standard Purchasing Resolution 8: Best Value Award – Golf Course Operations

Mayor Louise Schilling's Questions:

In reviewing the agenda for tonight's meeting I did not find the City employee's bid data for privatization of the **golf course operations**. Please provide that data to Council.

Document is attached.

Council Member Martin Howrylak's Questions:

How much will the City need to pay Kosch for early termination of the contract, as per section 19?

This info will be brought to tonight's meeting by the Parks and Recreation Director.

Please provide a copy of the proposal from Midwest Landscape.

Document is attached.

City of Troy

Human Resources Department

Date: March 31, 2010

TO: Susan Leirstein, Purchasing Director

FROM: Peggy Sears, Human Resources Director

CC: John Lamerato, Assistant City Manager, Finance & Administration
Mark Miller, Acting Assistant City Manager, Economic Development Services

SUBJECT: Building Department Services/RFP-COT 09-49

Indicated below is an analysis of the proposal submitted by SAFEbuilt Michigan to provide inspection and plan review services compared to the current cost. In this analysis the following assumptions are made:

- Overhead costs are $25,271 for Core Services
- Overhead costs for Building Maintenance/Utilities would not be impacted due to contractor's use of Troy facility

Activity	Rate	Extension	Total Cost
Fee Schedule as Proposed by Safe Built Michigan:			
Inspection & Review Services (Turn-Key):			748,500
Current Cost[1]:			
Personnel Services (Wages and Benefits):			
Inspection			
Inspector Supvr	131,351		
Inspector 1	110,958		
Inspector 2	115,738		
Inspector 3	114,232		
Inspector 4	108,436		
Plan Review			
Plan Analyst	152,864		
Clerical Support			
Employee A	66,629		
Employee B	76,581		
Administrative Support			
Secretary II	85,198		
Director	185,749		

Sub-Total Personnel Services	1,147,736	
Overhead:	25,271	
TOTAL		1,173,007

Conclusion
The proposal submitted by Safe Built Michigan is $424,507 less than the current cost to provide inspection and plan review services.

The department cannot compete with current staffing numbers in the inspection service area. There was no agreement reached on an alternative proposal.

[1] This analysis addresses only the cost of Personnel Services and does not include other operating costs.

CITY COUNCIL ACTION REPORT

May 14, 2010

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration
Mark F. Miller, Acting Assistant City Manager/Economic Development Services
R. Brent Savidant, Acting Planning Director
Peggy Sears, Human Resources Director
Susan A. Leirstein, Purchasing Director

SUBJECT: Building Department Services

Background

- As a result of City Council action on April 5, 2010, resolution 2010-04-079-H-9, City Management has negotiated a three year contract with an option to renew for two (2) additional years with Safe Built Michigan, Inc. to provide City of Troy building department services.
- In reviewing the contract the City considered three options in regards to the position of Building Code Official. These options are listed below:
    1. The City could allow Safe Built Michigan to provide a complete turn-key operation utilizing a Safe Built Michigan employee as the City's Building Code Official thus challenging the A.G.O. position that the Building Code Official must be an employee of the municipality.
    2. The City could hire Safe Built Michigan's Building Code Official for one dollar thus making the Building Code Official a City of Troy employee.
    3. The City could appoint two Building Inspection Department employees to the Housing and Zoning Inspector positions in the Planning Department. Then appoint one of these Housing and Zoning Inspectors as the City's new Building Code Official. Further, the duties of the Housing and Zoning Inspector position could expand to include providing assistance during Safe Built's transition in assuming building inspection operations; provide historical and social connections to the building and development community; assist monitoring Safe Built's performance and assist community planning functions to potentially reduce planning consultant costs.
- Of the three options considered, City Management agreed option #3 was the best course of action. As a result, two existing Building Inspection Department Employees will be transferred to the Planning Department and assume the Housing and Zoning Inspector positions. One of the new Housing and Zoning Inspectors will be designated the City's new Building Code Official.
- Zucker Systems from San Diego, California prepared the Development Approval/Permit Process Report in 2008 and Mr. Paul Zucker presented City Council 102 recommendations to improve the City of Troy's development approval process. The reorganization of the Planning Department and Building Inspections Department were identified by the report. There was direction to coordinate the zoning ordinance interpretation and administration within the Planning Department, including management of the Board of Zoning Appeals.
- In an effort to continue restructuring and implementation of the Zucker Report, the Inspector Supervisor (Housing and Zoning Inspection) was transferred to the Planning Department. This Housing and Zoning Inspector Supervisor is responsible for supervision of the code enforcement functions, sign permit administration and professional assistance to the Board of Zoning Appeals. To complete the restructuring, the Housing and Zoning Inspectors were also transferred to the Planning Department.

May 14, 2010

To: John Szerlag, City Manager
Re: Building Department Services

Background - continued

- Based upon the statement of qualifications, proposal pricing and contract negotiations City Management recommends approval of the contract to Safe Built providing the best value for the City.

Financial Considerations

- Fees paid to Safe Built are based on permit and plan review fees. This revenue based solution guarantees no general fund subsidy for the Building Inspection operations.
- For emergency situations additional costs may be incurred, however these costs will be negotiated with Safe Built Michigan, Inc.
- As part of the privatization process, the Building Department was given a chance to compete for the work against Safe Built's proposal. Based on the 2010 / 2011 budget figures, including personnel services and overhead costs, the City's Building Department proposal of $1,173,007.00 was unable to match the costs proposed by Safe Built Michigan for a turnkey operation at an estimated annual cost of $748,500.00.
- By privatizing Building Department services, the estimated savings for the first year of operation will be $424,507.00 or at least 36%.

Legal Considerations

- The award is contingent upon the firm's submission of properly executed proposal, contract documents, insurance certificates and all other specified requirements.
- Safe Built Michigan, Inc. will submit four (4) signed copies of the attached Agreement at the May 17th City Council meeting.

Recommendation

- City Management has negotiated and now recommends awarding a three (3) year contract for complete Building Department services with an option to renew for two (2) additional years to the best value proposal submitted by Safe Built Michigan, Inc. of Clarkston, MI, in accordance with the Agreement attached hereto.

Reviewed and approved as to legality:

_____ _____
Lori Grigg Bluhm, City Attorney Date

Reviewed Scope of Work:

_____ _____
Gary Shripka, Consultant Date

G:/Bid Award 10-11 New Format/Regular Business - Building Department Services 05.10.doc

CITY OF TROY
PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is entered into by and between the **CITY OF TROY**, a Michigan municipal corporation, 500 W. Big Beaver Road, Troy, Michigan 48084, ("City") and **Safe Built of Michigan, Inc.**, ("Safe Built") a corporation of the State of Michigan, licensed to do business in the State of Michigan, whose address is 7111 Dixie Highway, #140, Clarkston, Michigan 48346. City and Safe Built are individually referred to as a "Party" and may be collectively referenced as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City has the responsibility under State laws and City Ordinance to adopt and enforce certain building codes and other ordinances, conduct inspections, review site plans, and conduct other professional services as described in this Agreement; and

WHEREAS, Safe Built has represented to the City that is has substantial knowledge and experience in the interpretation and application of the City's adopted Code of Ordinances to various building construction and maintenance situations, including but not limited to, the inspection of buildings to determine compliance with State laws and City ordinances, which include building codes, the review of site plans, and all other types of professional services set out in Safe Built's "Scope of Services" provisions of a Response to Request for Proposal (RFP-COT 09-49); and

WHEREAS, Safe Built represents that Safe Built has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the City desires to engage Safe Built to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 AGREEMENT

1.1 This Agreement shall incorporate by reference as though fully set out herein the City's Request for Proposal (RFP-COT 09-49) and Statement of Qualifications (SOQ-COT-09-49) attached hereto as **Exhibit A** and Safe Built's Response to Request for Proposal attached hereto as **Exhibit B**.

1.2 References to "Safe Built" shall include any employees of Safe Built, its contractors, subcontractors, independent contractors.

2.0 SERVICES

2.1 Services. As directed by and under the supervision of the Assistant City Manager/Economic Development Services for the City, or his/her designee, Safe Built shall provide the City with the services described in **Exhibit C** (the "Services").

2.2 Safe Built shall not perform services designated as the responsibility of the City Building Code Official. The responsibilities of the City Building Code Official are set out in Exhibit D ("Duties of City Building Code Official").

2.3 Changes to Services. The City may request a change or changes in the Services. Any changes to Services that are mutually agreed upon between the City and Safe Built shall be made in writing which shall specifically designate any changes in compensation for the Services and be made an amendment to the Agreement after approval by City Council. To be effective, any changes must be approved by City Council, and signed by Safe Built and the Mayor and City Clerk.

3.0 COMPENSATION

3.1 Commencement of Services. Following execution of this Agreement by both Parties and on the Effective Date of July 1, 2010, Safe Built shall be authorized to commence performance of the Services subject to the requirements and limitations on compensation as provided by this Section 3.0 and its subsections. Prior to July 1, 2010 effective date, Safe Built agrees to attend transition training provided by the City at no charge to the City. The purpose of this transition period is to allow Safe Built to do what is necessary to become fully functional for the performance of services under this Agreement by July 1, 2010. During this transition period, Safe Built may begin moving into a mutually acceptable space, to review with current staff procedure and policies; confer with the City's Information Technology Department to set up access to the City's B, S & A software; and to take other actions that are mutually acceptable to both Parties to assure a smooth transition.

3.2 Compensation. Safe Built shall receive eighty (80%) of building permit fees, plan review fees, certificates of occupancy fees and inspection fees that are collected by the City each month. The City shall retain the remaining twenty (20%) of the fees. If these fees total over $1,000,000.00 for any fiscal year (July 1st to June 30th) then Safe Built's compensation shall be reduced to seventy-five (75%) of the total of building permit fees, plan review fees, certificate of occupancy fees and inspection fees that are collected by the City each month, beginning the July 1st of the fiscal year immediately following the fiscal year in which the $1,000,000.00 total was achieved and continuing through to the termination of the Agreement. The City shall retain the remaining twenty-five (25%) of the fees.

3.3 Hourly Fees. Where a permit fee is not collected for the service performed or if Safe Built is required by the City to perform any service not included as part of its Scope of Services outlined in **Exhibit C**, the City shall be responsible for the hourly rate listed in **Exhibit E**. That hourly rate includes pay rate, overhead,

profit, travel necessary to perform the task and all other costs to Safe Built. This hourly rate would also apply to any services for which a fee has been collected but the City has requested that services be performed by Safe Built, when Safe Built is required to perform any service not included as part of its Scope of Services outlined in Exhibit C.

3.4 Responsibility for Outstanding Permits. Safe Built shall be responsible for reviewing all permits in the Building Department that have previously been submitted to the Building Department in which fees have already been paid. For those outstanding permits issued prior to July 1, 2010, Safe Built shall be required to complete all work on those permits and inspections at a cost not-to-exceed $120,000.00, providing no other large commercial work comes in between now and then, in which permit fees exceed $10,000.00.

3.5 Collection of Fees. The City, through the City Treasurer's Office, shall collect Building Department fees from third parties. Safe Built shall at no time accept money, checks or other legal tender from third parties on behalf of the City.

3.5.1 No Reimbursable Expenses. No "reimbursable expenses" or other fee, cost, charge, or fee for the value or expense of any materials, goods, travel, mileage, depreciation, or other item related to the performance of the Services shall be paid by the City. Any cost, charge, fee, or expense incurred by Safe Built in the performance of the Services shall be deemed a non-reimbursable cost and shall be borne by Safe Built and shall not be billed or invoiced to the City and shall not be paid by the City.

3.5.2 Free or Reduced Cost Services. The Parties recognize and understand that the City is or may be required by law to waive inspection fees on a limited number of projects during a calendar year or may, at its discretion, waive or reduce inspection fees for certain projects that provide a substantial and direct public benefit (e.g., City owned buildings, inspection related to court cases or following up services directed by a court of law). The City shall notify Safe Built of such circumstance(s) at the earliest opportunity and the City may request Safe Built to perform building and inspection services at no cost or at a reduced cost.

3.5.3 Increases in Compensation or Addition of Reimbursable Expenses. Any increases or modification of compensation or the addition of a reimbursable expense(s) shall be subject to written amendment of this Agreement approved by City Council and executed by both Parties.

3.6 Payment Processing. Safe Built shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall be submitted by the 15th of each month unless otherwise approved by this Agreement or in writing by the City. All invoices shall contain sufficient information to account for all Safe Built time (or other appropriate measure(s) of work effort for the Services during the stated period of the invoice. Invoices shall be given to the Assistant City Manager/Economic Development Services with a computation of the fees

received and a total amount on which the eighty (80%) payment request is based. The City shall have forty-five (45) days from receipt of the invoice to issue payment to: Safe Built of Michigan, Inc., 7111Dixie Highway, #140, Clarkston, Michigan 48346 unless there is a dispute as to the amount due and owning. If there is a dispute, the parties shall use the procedures set out in paragraph 3.7.

3.7 City's Dispute of Amount of Payment. The City may request additional information from Safe Built substantiating any and all compensation sought by Safe Built before accepting the invoice. When additional information is requested by the City, the City shall advise Safe Built in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay Safe Built within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to Safe Built or designee of Safe Built or upon deposit of such payment in the U.S. Mail, postage pre-paid, addressed to Safe Built.

4.0 SAFE BUILT'S GENERAL RESPONSIBILITIES

4.1 Reference to "Safe Built" under this Section shall include Safe Built employees, contractors, subcontractors, independent contractors, or anyone performing services under this Agreement for Safe Built.

4.2 The City shall supply Safe Built with individual identification badges ("ID badges") for each Safe Built employee. The City shall have the discretion to determine the type, size and design for those ID badges. Safe Built shall require that all employees have their ID badges visible to the public at all time while performing services under this Agreement. Lost ID badges shall be immediately reported to the Assistant City Manager/Economic Development Services.

4.3 Safe Built shall provide to the City the work telephone numbers of all employees, including any mobile telephones that will be used while performing services under this Agreement.

4.4 The City shall provide copies and amendments of the Troy Code of Ordinances, Michigan State Building Codes, street maps or other relevant code books or materials to Safe Built. Those Code of Ordinances, Michigan State Codes, street maps and all other materials shall remain the property of the City and shall be turned into the City at the termination of this Agreement. Safe Built shall become familiar with those codes and any unusual applications of those codes to City issues. Safe Built is obligated to affirmatively request from the City such information that Safe Built, based on Safe Built's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

4.5 Safe Built shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to Safe Built's performance that are not addressed by the Agreement.

4.6 Safe Built shall employ a sufficient number of employees sufficiently experienced and knowledgeable to perform the Services in a timely and prompt manner and such employees shall at all times act in a professional, polite, and courteous manner to all persons regardless of the circumstances. The City may at its discretion demand the removal of any Safe Built employee from the performance of the Services, and Safe Built shall promptly remove such employee from performance of the Services, in the event that the City determines that Safe Built employee lacks the necessary experience or knowledge, or unjustifiably acts in an unprofessional, impolite, or discourteous manner to any person.

4.7 Safe Built shall not allow employees, contractors, or subcontractors that are convicted of specific crimes to do work in the City of Troy. Those crimes include, but are not limited to, fraud, theft, criminal sexual conduct, assaultive or violent behavior, serious moral turpitude, gambling, prostitution, weapons violations, tax evasion, controlled substances, or excessive use of alcohol.

4.8 Safe Built shall promptly comply with any written City request for the City or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of Safe Built that are pertinent to Safe Built's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.

4.9 Safe Built shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

4.10 Safe Built shall be responsible at Safe Built's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement. Safe Built shall supply copies to the City of appropriate licenses and permits for any individual performing services under this Agreement.

4.11 If requested by the City, Safe Built shall make the appropriate employees, contractors, subcontractors, agents and independent contractors available for court proceeding, as witnesses, expert witnesses or otherwise, instituted by or involving the City in either criminal or civil matters which involve services performed under this Agreement, including but not limited to, appearances at pre-trials, bench trials, jury trial and at all other times requested by the City.

4.12 Safe Built shall make the appropriate employee, contractor, subcontractor, and independent contractor available for consultation with the City Manager and the City Attorney, or their designees, to discuss issues regarding litigation and/or matters of interest to City Council or the public.

5.0 PERFORMANCE STANDARDS

5.1 In performing the Services, Safe Built shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services in the State of Michigan. Safe Built represents to the City that Safe Built is, and its employees performing such Services are, properly licensed and/or registered within the State of Michigan–for the performance of the Services (if licensure and/or registration is required by applicable law) and that Safe Built and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement. In addition, more specific standards of Safe Built performance are included within **Exhibit F.**

5.2 In a timely manner, Safe Built shall inform the Building Code Official of all oral complaints and submit a copy of all written complaints it receives from third parties against any employee, contractor, subcontractor or independent contractor of Safe Built to the Building Code Official and inform the Building Code Official of any responses to the complaint or of any actions taken.

5.3 The Parties mutually agree that Safe Built's actions reflect on the reputation of the City. It is imperative to the City that Safe Built treats the City and the public with the utmost fairness and respect. Safe Built shall strictly comply with all the terms and conditions set out in this Agreement. For the first year of the Agreement, the City through the Assistant City Manager/Economic Development Services, or his/her designee, shall conduct three (3) month periodic comprehensive performance reviews of Safe Built's services, including but not limited to: review of the invoicing of services; the nature of the services; the occurrence and nature of complaints against Safe Built and Safe Built's response; the number of inspections completed, the complexity of those inspections, the inspectors' findings and response to the inspections; the number of plan reviews submitted and completed and the comments from the plan reviewer concerning those plans; the nature of the comments and obtaining input from Troy employees regarding Safe Built's performance on the scene, and any other information helpful for a determination as to whether or not there has been compliance with this Agreement.

The first comprehensive performance review will be conducted three (3) months after the execution of this Agreement. If Safe Built is determined by the City to be in compliance with the terms and conditions of the Agreement, the Agreement will continue under the same terms and conditions subject to subsequent three (3) month periodic review until June 1, 2011 as set out in this Paragraph. After June 1, 2011 the City shall conduct six (6) month periodic reviews in the same manner as set forth herein. Failure of the City to terminate the Agreement after any of the periodic reviews does not in any way waive the City's right to conduct subsequent reviews or to take any other actions provided for in this Agreement including, but not limited to, termination of the Agreement.

6.0 LEASING OF CITY PROPERTY – OFFICE SPACE

6.1 Office Space. Specifications require Safe Built to have an office onsite in City Hall. As provided in this section 6.1, the City in its sole discretion may require Safe Built to perform the services of this Agreement at a different location within a City owned building or allow Safe Built to move its offices to non-city owned property within the City of Troy. At the effective date of this Agreement, Safe Built shall be allowed the use City owned property located on the second floor of the City Hall Building, 500 W. Big Beaver Road, Troy, Michigan 48084 consisting of up to 2,546 square feet of space as shown on the attached **Exhibit G** for a rental payment of $16.75 per square feet as the yearly rental rate. Once the amount of square footage of the rental space is determined, the yearly rental rate shall be determined. The yearly rental rate shall be paid on a monthly basis in an amount which shall constitute the yearly rental rate divided by 12. Lease payments shall be received by the City by the first (1st) day of each month that the Agreement is in effect. This space is to be used only for the performances of service as set out in this Agreement and only by individuals performing those services. This provision for lease of the premises runs with the Agreement and shall become null and void at the expiration or termination of the Agreement. During the period of time when this Agreement is in effect, the Parties may renegotiate the amount of rental space needed. The rate of $16.75 per square foot shall be effective until June 30, 2011. After that date, the City in its discretion shall determine the appropriate rental rate per square foot. The City in its sole discretion may require Safe Built to move to a new location within or outside of City Hall. Safe Built shall be given a minimum of thirty (30) days notice of the intent of the City to require the move to a new location. During that thirty (30) day period, the Parties may renegotiate this leasing provision regarding City owned property or Safe Built may notify the City of its intent to move to a location on non-City owned property; however, that property shall be located within the City of Troy. At the expiration or termination of this Agreement Safe Built shall remove its property and personnel from the leased space and vacate the premises within thirty (30) days of expiration or notice of termination.

6.2 Building Modifications. Safe Built shall provide all necessary equipment, supplies and building modifications for the office space. All building modifications and additions, including but not limited to, fixtures, doors, carpeting, electrical outlets, and voice/data connections must be approved by the City in advance and shall become the property of the City at the expiration or termination of the Agreement unless the City requires removal of the modification. The costs associated with building modifications shall be the responsibility of Safe Built. Equipment brought into the office space must also be approved in advance by the City.

6.3 Maintenance. Safe Built shall maintain the interior of the office space in a clean and neat manner and in compliance with all City ordinances and State law. As part of the lease payment, the City shall remove the trash from designated trash containers from the office. Due to the confidentially of materials, documents, notes and other written or printed materials, Safe Built shall provide a shredder for all papers containing information of a confidential nature and ensure that such papers are shredded.

6.4 Hours of Availability. Safe Built acknowledges that Troy City Hall is open to the public between the hours of 8:00 a.m. to 4:30 p.m. and for morning and evening meetings before or after those hours on certain days. Safe Built acknowledges that on most week-end and holidays, City Hall is closed to the public. Safe Built shall be provided with three (3) keys that open the outer doors of City Hall. Those keys are to be accounted for at all times and are not to be reproduced unless reproduced and replaced by the City. Lost keys shall be immediately reported to the Assistant City Manager/Economic Development Services. Safe Built shall instruct its employees of the importance of locking all outer doors to City Hall upon entering and leaving the building during hours when it is not open to the public. Safe Built waives any claim or cause of action regarding the non-availability of the office space during emergency periods when, due to electrical power outages, police or fire situations or acts of nature that City Hall remains closed to Safe Built.

6.5 Taxes. Safe Built shall be responsible for any real property taxes incurred through the leasing of space in a City facility, and personal property taxes assessed against its equipment and inventory.

6.6 Telephone Lines and Utility Costs. Safe Built shall pay the monthly Building Department/Inspection phone line on the 1st day of each month. The City shall pay all other utility costs.

7.0 Leasing of City Property – Vehicles

7.1 Leasing of Vehicles. Safe Built desires to lease vehicles from the City under the terms and conditions set out in this section. The City will provide five (5) vehicles in good working order by July 1, 2010. Safe Built will be provided with the description and vehicle identification numbers (VIN) for each vehicle. Each vehicle shall remain registered to the City of Troy and the City shall provide municipal license plates. The City in its discretion may substitute a vehicle of a more current model year for any of the vehicles leased by Safe Built upon thirty (30) days written notice to Safe Built of the amount of the lease payment and the availability of the vehicle. The City will provide Safe Built with 2 sets of keys. Any lost keys shall be reported to the Superintendent, Troy Fleet Division, 4693 Rochester Road, Troy, MI 48084. Safe Built shall pay the replacement costs for the keys.

7.2 Term of Lease: This leasing provision shall become effective as of the effective date of this Agreement and extend for a one (1) year period to June 30, 2011. Within thirty (30) days prior to the end of the lease term, the Parties shall review the number of City vehicles available and the number of vehicles needed by Safe Built and make adjustments to the number of vehicles needed, if necessary, and the leasing price of those vehicles. Safe Built may either agree to a one (1) year extension of the lease based on the adjusted number of vehicles and price or may terminate the lease Agreement and provide its own vehicles. This same procedure shall be followed on a yearly basis until the termination of this Agreement. If the Agreement is terminated for any reason, this leasing provision becomes null and void and all vehicles shall be returned to

the City within seven (7) days of the termination of the Agreement. Any monies due to the City for lease payments, auto repairs or mileage shall survive the termination of the Agreement. The City will prepare a final invoice for any outstanding charges. Safe Built shall pay the invoice within thirty (30) days of receipt.

7.3 Use of vehicle. Safe Built shall use the vehicle listed in this section for the sole purpose of the performance of services under this Agreement by employees of Safe Built within the City of Troy. No personal vehicles shall be used for any service performed under this Agreement. Safe Built employees shall not smoke inside City-owned vehicles. Use of cellular/wireless phones shall be prohibited while a City-owned vehicle is in motion or idling in traffic. Safe Built shall comply with all laws or ordinances prohibiting texting or other types of distracted driving. Safe Built must be in compliance with Administrative Memorandum 1-RM-12, "Safe Use of Cellular and Wireless Telephones", issued June 28, 2005 and any revisions to that Memorandum. All Safe Built employees must acknowledge by signature that they have read and understand the Administrative Memorandum. All drivers shall have current valid State of Michigan driver's licenses and meet the City's "Criteria Used in Assessing Driving Record" attached hereto as **Exhibit H.** Safe Built shall insure those vehicles for automobile coverage which list the City as an additional insured as set out in Section 12 of this Agreement. Those vehicles shall only be driven by employees of Safe Built who are covered under a Safe Built automobile insurance policy.

7.4 Use of Vehicle Outside of Troy or For Other Use. Safe Built shall obtain written approval from the Assistant City Manager/Economic Development Services if any of the vehicles listed in Section 7.1 are to be taken out of the City of Troy or are used for purposes other than the performance of services under this Agreement.

7.5 Lease payment. Safe Built shall be given a yearly amount for the rental of each vehicle available for use on July 1st, 2010. If Safe Built decides to lease those vehicles under the terms and conditions set out herein, it shall pay the City the monthly rental amount for each vehicle. The monthly rental amount shall include usage for a maximum of 1,000 miles per month; however, there shall be no refund to Safe Built of the lease amount if the vehicle is used less than the maximum mileage per month, or if the vehicles are in Safe Built's possession but not used. At the expiration of each one (1) year lease term, Safe Built shall be liable for any excess miles over the total allowed mileage of the Agreement at the rate of .55 cents per mile or the IRS rate in effect at the time of termination. The City shall invoice Safe Built for the excess mileage which shall be paid by Safe Built within thirty (30) days of receipt. All rental payments shall be made payable to the City of Troy and shall be sent to the Superintendent, Troy Fleet Division, 4693 Rochester Road, Troy, Michigan 48084.

7.6 Parking of Leased Vehicles and Employee Parking at City Hall. Safe Built shall be allowed to park the City-owned vehicles leased under this provision in a parking area on City property which has been designated by the City on **Exhibit I**. City-owned vehicles shall be parked where designated "City Vehicles" and Safe Built employees shall park where designated "Employee Parking" on **Exhibit I**.

Safe Built shall comply with all parking directives issued as Administrative Memos by the City Manager or his/her designee. Failure to comply with any Administrative Memo or any other directives from the City Manager concerning the parking of vehicles on City Property shall result in a $25.00 fine for each occurrence.

7.7 Gasoline, Oil, Maintenance. The City shall provide gasoline, oil, washer fluid, transmission fluid and other products used in routine maintenance for the leased vehicles described in paragraph 7.1. The City shall also allow Safe Built leased vehicles to use designated car wash businesses to maintain the appearance of the vehicles. Proof of maintenance shall be kept on file with the Fleet Division of the City's Department of Public Works ("DPW") for each vehicle. Gasoline shall be obtained from the City Hall fuel island located at 500 W. Big Beaver Road, Troy, Michigan 48084. Safe Built shall comply with all Administrative Memos and directives concerning the procedure for fill up and use of the gasoline tanks. The City shall not be responsible for any gasoline, oil, washer fluid, transmission fluid and other products that are not obtained from the City Hall fuel island or the DPW.

7.8 City Logo. At Safe Built request the vehicles described in paragraph 7.1 shall bear the City of Troy's logo. Each vehicle shall also bear a designation that Safe Built is a contractor of the City. Safe Built and the City shall agree on the appropriate design for the added Safe Built logo. Once affixed to the vehicles the logos and/or designations shall not be altered in any way without the City's permission. Safe Built understands that even though it is an independent contractor performing services for the City that the public is likely to perceive any actions of its Safe Built employees as reflecting on the City. Therefore, at all times that Safe Built employees are driving one of the leased vehicles; employees shall avoid any actions which might be perceived as inappropriate by that driver.

7.9 Liability. In addition to providing insurance as set out in Section 12, Safe Built shall be responsible for operator's abuse, negligence and/or any damages to the vehicle beyond normal wear and tear. The Parties shall inspect the vehicles together upon transfer of possession and the City shall prepare a written description of any existing damages to the vehicles, if any. Safe Built shall sign the written description of the vehicles. Thereafter, Safe Built shall be responsible for damages not existing on the date of transfer of possession. All repairs of any nature beyond normal wear and tear of the vehicle or its tires shall be repaired by the City's Fleet Division and Safe Built shall be invoiced for those repairs. Safe Built or its insurance carrier shall be responsible for payment of those repairs. Safe Built shall have thirty (30) days upon receipt of an invoice to pay that amount.

7.10 No Warranties. This Agreement does not, and is not intended to include any warranties, promises or guaranties by the City of any nature whatsoever, concerning the fitness of the vehicle for a particular purpose.

7.11 Breach of Leasing Provision. The City shall report any violations that it becomes aware of under this Section. Safe Built shall have thirty (30) days to take action to correct the violation and prepare a written response to the City setting out its action.

7.12 Abuse or Misuse of Vehicle. If Safe Built abuses or misuses any of the City vehicles leased under this Agreement, the City shall have the right to terminate the lease provision of Section 7 immediately and all vehicles shall be returned to the City immediately.

7.13 Termination of Employee-Driver. The City shall have the right to demand that a Safe Built employee be prohibited from performance services under this Agreement if that employee is stopped and/or arrested for any traffic violation concerning the use, possession, consumption, of alcoholic liquor or controlled substances or for any violations of State law concerning the death or injury of another person caused or related to the use of a vehicle by the employee. Failure of Safe Built to comply with this provision and prohibit the employee from performing services under this Agreement shall be considered a material breach of this Agreement and the City may terminate the Agreement by thirty (30) days written notice to Safe Built.

8.0 RENTAL OF EQUIPMENT – COMPUTERS, COPIERS AND MISCELLANEOUS

8.1 Rental of Equipment. Safe Built desire to rent the inventory and equipment listed on **Exhibit J** from the City under the terms and conditions as set out in this Section.

8.2 Rental Payment. Annual rental payment for the equipment listed on **Exhibit J** shall be $2,785.00 per year per computer. The use of one (1) printer is included in the computer rental fee. Those payments shall be pro-rated during the first month of the Agreement, if necessary, and thereafter shall be payable on the 1st day of July for each year the Agreement is in effect. In addition to the fee for inventory and equipment rental, Safe Built shall pay the following fees for connectivity to the City's network for each Dell E6400ATG computer: 1. annual Netmotion Maintenance fee of $50 due on July 1st of each year and 2. a monthly Aircard fee of $42.00 due on the 1st day of each month. Safe Built shall also pay the Building Department/Inspection phone line monthly on the 1st day of each month. The fees under this section shall be made payable to the City of Troy and delivered to the City Treasurer, 500 W. Big Beaver Road, Troy, Michigan 48084.

8.3 Term of Rental: This rental provision shall become effective as of the effective date of this Agreement and shall terminate upon the termination of the Agreement unless extended in writing by the Parties as part of an extension of the Agreement for services. If the Agreement for services is extended, the Parties will have the option of continuing this rental provision as part of the Agreement. If either Party does not wish to continue this rental provision, it shall give the other Party ninety (90) days written notice prior to the expiration of the Agreement then in place. If the Agreement is terminated for any reason, this

rental provision becomes null and void and all equipment shall be returned to the City within fifteen (15) days of the termination of the Agreement.

8.4 Use of equipment. Safe Built shall provide the name of each employee that will be utilizing City computers to initiate the establishment of a network account. Safe Built shall use the equipment listed in this Section for the sole purpose of the performance of services under this Agreement by employees of Safe Built. Each Safe Built employee shall be given a copy of the City's Administrative Memo # 1-T-1, rev. 12-11-09 and any updates and shall sign a statement indicating that they have read and understand that Administrative Memo. In addition, they must also sign an Internet Access Regulations and Acceptable Use Agreement.

8.5 Maintenance. The City shall be responsible for all routine maintenance on the equipment. Any repair that is beyond the normal wear and tear of the equipment use shall be the responsibility of Safe Built.

9.0 Use of B S & A Software

9.1 The City is licensed to use BS & A software for its Building Department permit programs. The City has obtained permission from BS & A to allow Safe Built to have access to the City's BS & A software as long as that software is only used by Safe Built to perform the services under this Agreement for the City of Troy only. Safe Built acknowledges that the license to use the BS & A software terminates with the termination of this Agreement.

9.2 Safe Built shall provide an original signed statement from each of its employees acknowledging that he/she understands that the BS & A software is the sole property of BS & A and at no time may he/she download, copy, alter, or take other prohibited actions regarding that software. Safe Built is permitted to use standard City software loaded on the City's computers leased under Section 8, for example, Microsoft Office and Outlook email. Safe Built's right to use the software applies only to work performed for the City of Troy and any rights to the use of that software ceased upon their termination by Safe Built and/or the termination of the Agreement.

9.3 Safe Built agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, and volunteers against any claims, demands, suits or loss, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees or volunteers by reason of any allegation of illegal use or misuse of BS & A's software or a violation of the licensing agreement by Safe Built.

10.0 Miscellaneous Inventory and Supplies

Safe Built shall supply all of its own office supplies and materials, including, but not limited to, postage, paper, envelopes, letterhead and business cards. Any inventory or supplies not specifically set out in this Agreement as included in any lease, rental or use provisions shall be the responsibility of Safe Built. Any time Safe Built uses the name

"City of Troy" or the City of Troy logo on letterhead, documents, envelopes, business cards, or other printed materials, it must also include a Safe Built designation approved by the Assistant City Manager/Economic Development Services.

11.0 TERM AND TERMINATION

11.1 Term. This Agreement shall be effective on the 1st day of July at 12:01 a.m., (the "Effective Date") and shall terminate at 11:59 p.m. on the 31st Day of June, 2013. At the end of the three (3) year period, and upon mutual agreement of the parties as approved by City Council, this Agreement may be renewed for up to a two (2) year period. This Agreement may also be terminated as provided in paragraph 11.3.

11.2 Continuing Services Required. Safe Built shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. Safe Built shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct Safe Built's services.

11.3 City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to Safe Built at least ninety (90) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

11.3.1 Unless directed to continue performing work during the ninety (90) day period prior to termination or unless otherwise provided in any notice of termination, Safe Built shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

11.3.2 All finished or unfinished documents, data, studies and reports prepared by Safe Built pursuant to this Agreement shall be delivered by Safe Built to the City and shall become the property of the City; and

11.3.3 Safe Built shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to Safe Built's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 11.3. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to Safe Built shall be submitted to or accepted by the City.

11.4 Termination for Non-Performance. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a

date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 11.4, “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, Safe Built prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to Safe Built shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 11.4, nothing in this Section 11 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

11.5 Unilateral Suspension of Services. The City may suspend Safe Built’s performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to Safe Built which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, Safe Built shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.

11.6 Reinstatement of Services Following City’s Unilateral Suspension. The City may at its discretion direct Safe Built to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of suspension, Safe Built shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, Safe Built may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to Section 11.3; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to Section 11.3. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

11.7 Delivery of Notice of Termination. Any notice of termination permitted by this Section 11 and its subsections shall be deemed given as set out in Section 17.13 of this Agreement titled “Notices”.

12.0 INSURANCE

12.1 Insurance Generally. Safe Built shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the amounts specified as follows:

☒ The Contactor shall secure and maintain the following ("Required Insurance"):

☒ Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars ($100,000) each accident, five hundred thousand dollar ($500,000) disease – policy limit, and one hundred thousand dollars ($100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

☒ Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Corporations, an Annual Contract Aggregate Limit endorsement, and products and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers as additional insured. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than of One Million Dollars ($1,000,000.00) each occurrence with respect to each of Safe Built's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected

officials, officers, employees and agents as additional insured parties.

☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars ($1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers licensed and admitted in Michigan with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Safe Built.

12.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 12 and its subsections, insurance shall conform to all of the following:

12.2.1 Insurance carried or obtained by the City, its officers, or its employees shall be in excess of and not contributory insurance to that provided by Safe Built; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. Safe Built shall not be an insured party for any City-obtained insurance policy or coverage.

12.2.2 Safe Built shall be solely responsible for any deductible losses for Required Insurance.

12.2.3 No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

12.2.4 Every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

12.3 Failure to Obtain or Maintain Insurance. Safe Built's failure to obtain and continuously maintain policies of insurance in accordance with this Section 12 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Safe Built arising from performance or non-performance of this Agreement. Failure on the part of Safe Built to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Safe Built to the

City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to Safe Built from the City pursuant to this Agreement.

12.4 Insurance Certificates. Prior to commencement of the Services, Safe Built shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 12 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference Safe Built / Building Inspection Services. The City may request and Safe Built shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

13.0 OWNERSHIP OF DOCUMENTS

13.1 Any work product, materials, and documents produced by Safe Built pursuant to this Agreement shall be and remains property of the City and shall not be made subject to any copyright unless authorized by the City. Safe Built hereby assigns to the City the copyright to all works prepared, developed, or created pursuant to the Services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. Safe Built waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

Other materials, methodology and proprietary work used or provided by Safe Built to the City not specifically created and delivered *pursuant to the Services outlined in this Agreement* may be protected by a copyright held by Safe Built and Safe Built reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Michigan Freedom of Information Act, MCL 15.231 et. seq., or any Federal open records act, to the extent that such statutes apply; or (3) pursuant to law, regulation, or court order. Safe Built waives any right to prevent its name from being used in connection with the Services.

13.2 Safe Built will be provided with a copy of the City's Freedom of Information Act ("FOIA") policy. The City is responsible for responses to FOIA requests and Safe Built shall not directly respond to any third parties regarding any received FOIA requests. Upon receipt of a FOIA request, Safe Built shall immediately give that request to the Building Code Official who shall immediately forward it to the City Clerk. Safe Built shall provide specific information requested by the City for response to the FOIA request by the date and time requested by the City Clerk or in a specific format is so requested by the City Clerk.

13.3 If Safe Built receives a claim for damages, a Summons or Complaint, a subpoena or other document concerning a request for money damages, a threat of a law suit, or any court action proceeding, Safe Built shall immediately hand deliver those documents to the City Building Code Official who will immediately hand deliver them to the City Clerk.

14.0 INDEPENDENT CONTRACTOR.

Safe Built shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Safe Built or Safe Built's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

15.0 CONFLICT OF INTEREST

Safe Built shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Safe Built with regard to providing the Services pursuant to this Agreement. Safe Built shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided under the City Charter, City Code of Ordinance, state or federal statute, case law or ethical principles.

16.0 REMEDIES

16.1 In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if Safe Built substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by Safe Built. The remedial actions include:

16.1.1 Suspend Safe Built's performance pending necessary corrective action as specified by the City without Safe Built's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

16.1.2 Withhold payment to Safe Built until the necessary services or corrections in performance are satisfactorily completed; and/or

16.1.3 Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by Safe Built, cannot be performed, or if performed would be of no value to the City; and/or

16.1.4 Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

17.0 MISCELLANEOUS PROVISIONS

17.1 No Waiver of Rights: A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

17.2 No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, volunteers or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, et. seq.

17.3 Affirmative Action: Safe Built will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Safe Built will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.4 Binding Effect: The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns.

17.5 No Third Party Beneficiaries: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Safe Built. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

17.6 Governing Law, Venue, and Enforcement: This Agreement shall be governed by and interpreted according to the law of the State of Michigan. Venue for any action arising under this Agreement shall be in the 6th Judicial Circuit Court, Oakland. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

17.7 Survival of Terms and Conditions: The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

17.8 No Assignment: Neither Party shall assign all or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement to another party or entity.

17.9 Paragraph Captions: The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

17.10 Integration and Amendment: This Agreement represents the entire and integrated agreement between the City and Safe Built and supersedes all prior negotiations, representations, or agreements, either written or oral, unless specified herein. Any amendments to this must be in writing and be signed by both the City and Safe Built.

17.11 Severability: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

17.12 Incorporation of Exhibits: Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

17.13 Notices: Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:	**If to Safe Built**:
City Manager City of Troy 500 W. Big Beaver Road Troy, Michigan 48084	Mike McCurdie, President Safe Built of Michigan, Inc. 7111 Dixie Highway, #140 Clarkston, Michigan 48346
With Copy to: City Attorney	With Copy to: Dave Thomsen, Vice President

City of Troy 500 W. Big Beaver Road Troy, Michigan 48084	Safe Built Michigan, Inc. 7111 Dixie Highway, #140 Clarkston, Michigan 48346
With Copy to: Assistant City Manager/Economic Development Services City of Troy 500 W. Big Beaver Road Troy, Michigan 48084	

18.0 SPECIAL PROVISIONS

18.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Safe Built agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof which arises out of or is in any way connected or associated with this Agreement. The City shall indemnify Safe Built from any claims against Safe Built resulting from the gross negligence of the City. At no time does the City waive its right to governmental immunity.

18.2 Force Majeure. Neither Safe Built nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

18.3 Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Troy and Safe Built and bind their respective entities.

THIS AGREEMENT is executed and made effective as provided above.

CONTRACTOR: Safe Built of Michigan, Inc., a Colorado Corporation,

By: _____

Print Name: Dave Thomsen

Title/Position: Vice President

CITY OF TROY

BY: _____
Mayor Louise E. Schilling

_____
John Szerlag, City Manager

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
_____
Lori Grigg Bluhm, City Attorney

ATTEST: _____
Tonni Bartholomew, City Clerk

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL AND STATEMENT OF QUALIFICATIONS

SOQ-COT 09-49

Statement of Qualifications

Building Department Services

The City of Troy is seeking to qualify contractors to provide "Building Department Services" for the City of Troy. The effective date of the resulting contract will be July 1, 2010 (or upon City Council approval, whichever is later) through June 30, 2013, with the option to renew the contract for two (2) additional years.

The work shall consist of the following principle items of work, but shall not be limited to:

Review plans for the issuance of permits and inspect the construction of residential houses and buildings and nonresidential buildings and structures of any size or height such as office buildings, manufacturing plants, health care facilities, retail stores, etc to determine that associated construction activities complies with approved plans and/or applicable codes and ordinances. Interpret legal requirements and recommend compliance procedures to contractors, craft workers and owners

The selected contractor(s) will be required to complete an "Agreement for Building Department Services".

While it is the preference of the City of Troy to hire a single contractor for all services, separate proposals for plan review services will be accepted as specified in the Statement of Qualifications.

All organizations who would like to be considered for these services are invited to submit four (4) copies of their qualifications, using the attached documents.

DATE: JANUARY 12, 2010

Section 1: Section Guide
Building Department Services

Section 1: Section Guide – 1 Page
Section 2: Instructions To Organizations – 3 Pages
Section 3: Statement of Qualifications Content – 1 Page
Section 4: Criteria for Selection – 1 Page
Section 5: Insurance and Indemnifications Requirements – 2 Pages
Section 6: Terms and Conditions – 3 Pages
Section 7: Scope of Work – 4 Pages
Section 8: Organizational Questionnaire – 5 Pages
Section 9: Attachments Attachment 1: Legal Status of Bidder and Non-Collusion Affidavit – 2 Pages Attachment 2: Sample Insurance Certificate – 1 Page Attachment 3: Statement of No Interest – 1 Page Attachment 4: 2007-2009 Annual Building Permit Reports – 10 Pages Attachment 5: Permit Fee Schedules – 8 Pages Attachment 6: Inspections for 2007-2009 – 3 Pages Attachment 7: Plan Review Services – 1 Page

.

STATEMENT OF QUALIFICATIONS

SECTION 2: INSTRUCTIONS TO ORGANIZATIONS

January 12, 2010 SOQ-COT 09-49

Sealed Statement of Qualifications (SOQ) for BUILDING DEPARTMENT SERVICES will be received by the City of Troy at the City Clerk's Office, 500 W. Big Beaver Road, Troy, MI 48084 until WEDNESDAY, FEBRUARY 3, 2010, at 10:00 AM EST, after which time they will be publicly opened and recorded in the Troy City Offices. ***The City will not accept responses via fax transmission.***

MARK ENVELOPES: SOQ-COT 09-49 BUILIDNG DEPARTMENT SERVICES ON THE LOWER LEFT- HAND CORNER.

A non-mandatory pre-proposal meeting is scheduled for Thursday, January 21, 2010, starting at 1PM EST. The meeting will be held in Troy City Hall located at 500 W Big Beaver Road 48084. Please report to the Purchasing Office on the Lower Level, East side of the building. This will be the only opportunity for organizations to examine the premises with City Staff.

Specifications are listed in the Statement of Qualifications (SOQ) form on file in the office of the City Clerk. The City reserves the right to reject any or all SOQ's, to waive any irregularity or informality in any SOQ received, and to accept any SOQ or part thereof, which it shall deem to be most favorable to the interests of the City of Troy.

1. Any and all statement of qualifications (SOQ) submitted must be on the City of Troy SOQ forms. If more than one SOQ is submitted, a separate SOQ form must be used for each. Forms are obtainable at the Troy Purchasing Department or on the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info.

2. If further information regarding this SOQ is required, please contact the Purchasing Department, (248) 524-3338 or (248) 680-7291.

3. The City of Troy will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, or handicap. The City of Troy reserves the right to accept or reject in whole or in part, any and all Statement of Qualification documents, to waive irregularities and to act in the best interest of the City.

4. VENDOR CHANGES OR ALTERATIONS TO DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A SOQ BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a SOQ document will be in the areas provided for a organization's response, including the "Exceptions" section of the SOQ. If a change or alteration to the documents is undetected and the organization is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the SOQ document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the document.

   The provisions in the SOQ, including any changes, modifications or additions to the Authorized Version, shall bind any organization who submits a SOQ document and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the document. The Authorized Version of the SOQ document shall be that document appearing on the MITN System with any amendments and updates. If a contract is awarded to a organization who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the SOQ, and that organization fails to accept the award, the City of Troy may pursue costs and expenses to re-bid the item from that organization.

4. VENDOR CHANGES… (Continued)

   The City of Troy officially distributes SOQ documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network website (MITN). Copies of SOQ documents obtained from any other source are not considered official copies. Only those organizations who obtain SOQ documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, www.mitn.info, and obtain an official copy.

5. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. The City will furnish the successful contractor(s) with tax exemption certificates when requested and applicable.

6. Each request for information within the SOQ document must be completed with a response. All information requested herein shall be submitted on or before the date and time indicated. Failure to do so may result in rejection of the SOQ as non-responsive and/or incomplete. The organization must initial any corrections. The SOQ is to be completed in legible form, preferably typewritten.

7. The response must follow the format outlined in this SOQ document. Supplemental information should be provided in additional sections following the same numbering scheme. Responses should be concise and complete.

8. Completed forms may be duplicated as required. ***It is required that FOUR (4) copies of the complete package are included at the time of submitting the Statement of Qualification.***

9. Any additional written material such as professional records, certifications, etc. your organization deems important may be attached and submitted to augment the data. It is not necessary to include expensive custom binders, displays, or other materials unless the organization believes such materials are necessary to the SOQ.

10. NO FAXED DOCUMENTS WILL BE ACCEPTED. (Except as noted – See Section 5 – Insurance)

11. TIMELY SUBMITTALS: Late submittals will not be accepted.

12. The City does not intend to pay for any information provided in the Statement of Qualifications. Further, the City will not be liable for any costs incurred in Statement of Qualifications preparation, presentation, or contract negotiations.

13. During the evaluation process, the City of Troy reserves the right, where it may serve the City's best interest, to request additional information or clarification from the organizations submitting a SOQ.

14. PUBLIC INFORMATION: All submitted SOQ documents and information submitted will become a public record upon their delivery to the City Clerk.

15. A successful contractor furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, and furnish a certificate of insurance showing coverage for bodily injury and property damage and worker's compensation to Mr. Stephen Cooperrider, Risk Manager within 5 days of a verbal request. The "Company Representative" does warrant that by signing the SOQ document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.

16. To the fullest extent permitted by law, the successful contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

17. To the extent permitted by law, the City of Troy and the successful contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.

SPECIAL INSTRUCTIONS

- The final contract holder(s) agrees to hold all prices organization through contract expiration.

- Final SOQ results will be posted on the MITN website after the final organization(s) is selected and a contract awarded. Please register to see results - www.mitn.info.

SECTION 3: STATEMENT OF QUALIFICATIONS CONTENT
Building Department Services

Statement of Qualifications documents must be prepared following the format identified below. The contractor should, at a minimum, including the following information regarding their approach to providing the requested services: A committee will review the written material received. Proposals should be succinct.

A. **Cover Sheet**
A cover sheet must be submitted listing the name of the organization with names and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the proposal and their contact information.

B. **Table of Content**
The contractor shall insert a comprehensive table of contents denoting all sections of the proposal.

C. **Organization Information**
Name, address, and brief description of organization. Organization shall identify itself as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), or government agency, and indicate official capacity of persons executing SOQ documents.

D. **Qualifications and Experience**
Describe the organization's capacity to service the City of Troy, including appropriately certified and trained plan review personnel, inspectors, support staff, technical capacity (i.e. technology) and experience and support for the services. Include the licenses and qualifications of the specific staff to be assigned to this contract. The organization must also describe their approach to maintaining the continuity of staff assigned to the City.

E. **Work Plan**
The work plan should indicate the organization's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this SOQ. The plan should be simple, easy to read and follow; addresses and satisfies the objectives and specifications as listed in the Scope of Work in this SOQ. Include any phased approaches or other alternatives or options to provide services that will meet the City's goals. If services are to be provided at a location separate from the City offices, provide approach for coordinating with City staff and facilitation of document transfer. Include your organization's proposed range of all services and any additional options that may be cost effective or that have been successfully implemented in other comparable communities. Include the anticipated staffing levels needed to accomplish the work proposed.

F. **Project Approach**
Briefly describe your understanding of the requested services and your organization's approach to providing these services. Include a sample plan review document; indicate any unique qualifications, prior experience or similar projects to bolster your approach and understanding. Provide a detailed description of the approach or "Transition Plan" from the current service to the new service.

G. **References**
Provide names, business or agency affiliation and telephone numbers of references that have had a similar contract relationship with your organization within the last three (3) years that best characterizes your quality and past performance. Provide any additional information your organization feels appropriate to substantiate qualifications, track record, and commitment to provide these services. References should include the following:

1. References from at least three (3) local government jurisdictions where your organization currently provides building department services.

SELECTION PROCESS

SECTION 4: CRITERIA FOR SELECTION

Building Department Services

A City Committee of three (3) individuals will review the proposals. The City of Troy reserves the right to negotiate a final contract (pending City Council approval) with the most qualified organization(s) based upon a combination of factors including but not limited to the following:

A. Compliance with qualifications criteria
B. Completeness of the SOQ
C. Financial strength of the organization
D. Correlation of the SOQ submitted to the needs of the City of Troy
E. Any other factors which may be deemed to be in the City's best interest
F. Evaluation Process

Phase 1: **Minimum Qualifications Evaluation (Pass/Fail)**
Organizations will be required to meet minimum established criteria in order to go to the second phase of the process. (Evaluation Sheet Proposal)

Phase 2: **Statement of Qualifications Evaluation**
Each City Committee member will independently use a weighted score sheet to evaluate the *Statement of Qualifications*; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each organization for this phase of the process.

Phase 3: **Interview Score**
Based on the scores from the *Statement of Qualifications* – Phase 2, only the most qualified organizations will be invited to participate in an interview. Each City Committee member will independently use a weighted score sheet to evaluate the *Interview;* each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each organization for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview. Persons representing the organization at the interview must be the personnel who will be assigned to this project. ***Only the contractors that have made it to Phase 3 will be asked to provide a Detailed Price Proposal as outlined in Phase 4.***

Phase 4: **Detailed Price Proposals**
The *Detailed Price Proposals* will include the following information, at a minimum:

a. Key personnel involved.
b. Staff availability and time frames to complete various types of tasks.
c. % of permit fee schedule
d. Pay rates for various classifications proposed including overhead, direct costs, profit and all other costs.

Phase 5: **Final Scoring and Selection –** based on scoring from Phase 3 and Phase 4
The organization(s) with the highest final weighted score(s) will be recommended to the Troy City Council for Award. The final weighted score shall be based on:

50% x Interview Score (250 point base)
50% x Detailed Price Proposal Score (250 point base)
100% = Final Weighted Score

Note:
The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.

SECTION 5: INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE**. The required Insurance Certificate must be submitted to Mr. Stephen Cooperrider, within 5 days of the verbal/ electronic request before the final contract is submitted for review; and pending approval of the City Manager and the Troy City Council. The Insurance Certificate may be faxed to the City Offices at (248) 526-5129, and is the only SOQ document accepted in this format. ***In addition, SOQ documents must include a letter or certificate of insurance from the proposers insurance agent or carrier that the insurance to be supplied will meet specifications. See paragraph titled IMPORTANT below.***

( ) We can meet the specified insurance requirements.

( ) We cannot meet the specified insurance requirements.

( ) We do not carry the specified limits but can obtain the additional insurance coverage of $ _____ at the cost of $_____. NOTE: Please note the amendments on a sample insurance certificate and attach it to your SOQ.

( ) Our negotiated price will be reduced by $_____ if we lower the requirement to $ _____. NOTE: Please note the amendments on a sample insurance certificate and attach it to your SOQ.

NOTE: Failure on the part of any organization to contact his/her insurance carrier to verify that the insurance carried by the organization meets City of Troy specifications may result in this SOQ being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the City of Troy.

IMPORTANT: An organization **must** submit with their SOQ documents on the designated opening date and time a letter or certificate of insurance from their insurance agent or carrier that the insurance to be supplied will meet specifications. An organization will be considered non-qualified if an acceptable letter or certificate is not received with the SOQ documents.

INSURANCE VERIFICATION:

An organization shall complete the above portion that details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to SOQ submission.

Final Insurance Certificate Submission:

During the contract negotiation phase, the City of Troy will provide verbal / electronic notification to submit the final insurance certificate within 5 days in accordance with specifications. If the selected organization cannot provide the specified insurance, the company will be disqualified, and the City reserves the right to start negotiations with the next highest rated organization.

_____ being duly authorized to execute contracts for _____

(Print Full Name) (Organization Name)

hereby acknowledges that once accepted by the Risk Manager, the specified insurance certificate(s) for SOQ-COT 09-49, Building Department Services, shall remain in full force and effect during the life of the contract.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

ORGANIZATION NAME: _____

CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

_____ agrees to defend, pay on
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

_____
Contract / Agreement

_____
Contractor/Organization representative signature/date

_____
Witness

_____
City of Troy representative signature/date

_____
Witness

SECTION 6: TERMS AND CONDITIONS

1. **Signature:** Each authorized representative of the organization must sign the SOQ with their usual signature and shall give their full business address. SOQ documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. SOQ documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. SOQ documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

2. **Retain SOQ Documents:** The City reserves the right to retain all SOQ documents submitted and to use any ideas in the SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the Contractor of the conditions contained in the SOQ, unless clearly and specifically noted in the SOQ submitted and confirmed in the Agreement between the City of Troy and the contractor(s) selected.

3. **Laws:** All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the Award throughout and incorporated here by reference. The Agreement and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Troy and the laws of the State of Michigan.

4. **Agreement:** The selected organization(s) will be expected to sign an agreement for services acceptable to the Troy City Attorney. The City reserves the right to negotiate optional scope of work items with the successful Contractor(s).

5. **Address on File**: SOQ documents are available through the MITN e-procurement website that can be accessed at www.mitn.info. The only other method to obtain documents is directly from the City of Troy Purchasing Department located at 500 W. Big Beaver Rd., Troy, MI 48084. A business card or contact information must be left with the Purchasing Department as a record that the organization has received a State of Qualifications document. It is the organization's responsibility to obtain any additional documents issued for this SOQ process.

6. **Changes In The SOQ:** Should any prospective respondent be in doubt as to the meaning or interpretation of any portion of this SOQ, or should the respondent find any ambiguity, inconsistency or omission therein, the respondent may make a written request for an official interpretation or correction. Such requests, as well as requests for additional information, shall be submitted to the Purchasing Department [Fax (248) 619-7608 or located at 500 W. Big Beaver Rd.] not less than seven (7) days prior to the final date of submittal of the Statement of Qualification documents. If the information requested is available, the correction or interpretation will be posted on the MITN e-procurement website.

7. **Award:** The evaluation and award of this Statement of Qualifications shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the SOQ, professional competence, references that includes evidence of similar services with comparable municipalities, the ability to negotiate a final contract, and the correlation of the SOQ submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

ORGANIZATION NAME: _____

SECTION 6: TERMS AND CONDITIONS - continued

Award: (continued)

The City of Troy reserves the right to select the most qualified organization(s) using a Qualifications Based Selection (QBS) process, or in whatever manner is deemed to be in the City's best interest; to negotiate a final contract with the most effective total package which matches the City's needs; to reject a SOQ which contains major deviations from specifications; to accept a SOQ which has only minor deviations from specifications; to proceed in whatever manner is in the City's best interest.

8. **Warranty of Usage:** Any quantities listed in this SOQ are estimated or projected and are provided for tabulation and informational purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the contractor will furnish the City's needs as they arise.

9. **Use of Current Employees:** The City reserves the right to reject any part or all of any SOQ/RFP's received and allow current employees to compete for the work described in these Statement of Qualifications and RFP processes, if such action is in the City's best interest.

10. **Qualification/Inspection/Interviews:** Submissions will only be considered from organizations normally engaged in providing the types of services specified herein. The City reserves the right to inspect the organizations facilities, personnel, and business at any time, or to take any other action necessary to determine the contractor's ability to perform. The City reserves the right to reject SOQs where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any number of responding contractors and/or to eliminate any process if deemed to be in the City's best interest.

11. **Other Governmental Entities:** If an organization is awarded a contract as a result of this SOQ, the organization will, if they have sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of this SOQ/RFP.

12. **Forms:** Organizations should complete the legal status of bidder, Non-Collusion and Indemnification (Hold Harmless) Clause forms and return them with your SOQ documents. A contract Agreement will be completed after award.

13. **Terms and Conditions:** All terms and conditions in the prime contract are incorporated in any sub-contracts.

ORGANIZATION NAME: _____

SECTION 6: TERMS AND CONDITIONS - continued
SIGNATURE PAGE

CONTRACT:

The contract(s) will remain organization until contract expiration.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

ORGANIZATION _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE (_____) _____ FAX (_____)_____

ORGANIZATION'S REPRESENTATIVE NAME _____
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE:_____

E-MAIL: _____

EXCEPTIONS:
Any exceptions, substitutions, deviations, etc. from the City's specifications and this SOQ must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this SOQ process.

_____
_____
_____

ACKNOWLEDGEMENT: I, _____, certify that I have read the ***Instructions to Organizations*** (3 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:_____

NOTE:
The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:
All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

CURRENCY:
Contract prices will be in U. S. Funds.

CITY OF TROY
STATEMENT OF QUALIFICATIONS (SOQ)
BUILDING DEPARTMENT SERVICES

SECTION 7: SCOPE OF WORK

BACKGROUND

The City of Troy currently utilizes full-time staff for the performance of plan reviews, building inspections and permitting. The City charges applicants for work permitted in accordance with the fee schedule adopted by the City.

The City of Troy has a history of cooperation, coordination, and interaction among its building, planning, engineering, fire, and other City departments in order to ensure a cooperative, professional, and efficient delivery of services.

OBJECTIVES

The City of Troy is seeking qualified contractors to submit proposals to provide full-service administration of the building department and conduct professional building/construction plan review and inspection services for residential and commercial buildings, structures and projects. All work performed must comply with approved governmental permit procedures and ordinances. Contractor(s) must provide their own transportation in the performance of these services, as no City vehicles will be available.

While it is the preference of the City of Troy to hire a single contractor for all services, separate proposals for plan review as described in Section - Services / Tasks, B. Plan Review Services - will be accepted.

The City of Troy, hereinafter referred to as the "City", is beginning the process to select a Contractor to perform building permitting, plan review, and inspection services for all structures in the City.

Through this Statement of Qualifications, the City seeks to:

- Determine qualifications of the organizations submitting SOQs;
- Specify the terms and conditions that would govern any resulting contracts and negotiations;
- Select the qualified team(s).

This Statement of Qualifications details the instructions for submitting proposals, and the procedure and criteria by which a successful team will be evaluated and selected.

SPECIFICATIONS

The following information should be considered in submitting qualifications for the requested services:

A. The contractor will review plans for the issuance of permits and inspect the construction of residential houses and buildings and nonresidential buildings and structures of any size or height such as office buildings, manufacturing plants, health care facilities, retail stores, etc to determine that associated construction activities complies with approved plans and/or applicable codes and ordinances. The contractor will interpret legal requirements and recommend compliance procedures to contractors, craft workers and owners.

B. The contractor may be asked to conduct surveys of existing buildings to determine lack of prescribed maintenance, housing violations, or hazardous conditions.

SPECIFICATIONS - continued

C. The contractor will enforce a variety of building and construction codes as set forth by the adopted Codes and local ordinances and will be expected to issue violation notices and stop-work orders for non-conforming building activities. The contractor will be responsible for maintaining and input of all records using the BS & A Equalizer software system. The contractor will demonstrate experience and applied knowledge in the technical aspects of plan reviews, building and construction inspection and reporting procedures, building codes and City ordinances, as well as regulations and guidelines adopted by state and federal agencies relative to the City's building inspection requirements.

D. When requested, the contractor will participate in the development and implementation of goals, objectives, policies and priorities for the City as well as recommend and implement policies and procedures.

SERVICES / TASKS

The goal of the City of Troy is to provide professional, timely and responsive services to the building industry and the citizens of Troy. At a minimum, please address the following components considering the overall scope of work.

A. Administrative Services

1. Building code compliance process.

2. Approach to dispute resolution and alternative solutions.

3. List of services provided.

4. Detail of service approach that will interface with other applicable agencies both internal and external.

5. List of technological resources available to City staff to help support building department operations.

6. List of other resources available to provide excellent service to the City, building industry, and the citizens of Troy.

7. Demonstrated ability to work cooperatively with City staff (specifically the Director of Building).

8. Details on plan to provide service at building division front counter.

9. Emergency services for responding to building-related issues such as construction hazards, fire, accidents, building collapse, code compliance, inspections, etc.

10. List other services available to the City.

B. Plan Review Services

1. Turn-around times.

2. Disciplines to be reviewed.

3. Format — please include a copy of both a commercial and a residential plan review.

SERVICES / TASKS

B. Plan Review Services – continued

4. Details of plan review process, including coordination with other applicable City departments.

5. Tracking and reporting details.

6. Details on resources/tools available to plan review staff to help ensure that time frames and quality metrics are being met.

7. List other services available to City.

C. Inspection Services

1. Time frame for inspections.

2. Types of inspections to be performed.

3. Details on inspection request process.

4. Applicant notification process.

5. Tracking and reporting details.

6. Details on resources/tools available to inspection staff to help ensure that time frame and quality metrics are being met.

7. List of other inspection services available to City.

D. Other Services

1. Attendance at pre-construction and other internal coordination meetings.

2. Availability for enforcement hearing, court testimony, etc.

E. Miscellaneous Qualifications

1. Any contractor hired for this service must understand, interact, and communicate well with all local departments and agencies involved in the development and construction process. They will work cooperatively with the City of Troy Director of Building.

2. The City seeks a contractor that can address the challenges of an infill community with aging structures and redevelopment projects, continued professional development, improved communications with all agencies involved with building permits, the construction industry and general public.

3. The contractor must be able to communicate effectively, both verbally and in writing as well as possess highly developed interpersonal skills. All representatives of the contractor must be able to deal tactfully and effectively with City employees, the construction industry, other agencies, utilities, developers, property owners and the general public.

SERVICES / TASKS

E. Miscellaneous Qualifications – continued

4. The City seeks a contractor that will function as an agent and arm of the City of Troy and provide plan review services, inspections, enforcement of appropriate building codes, response to citizen complaints and have the ability to communicate effectively to ensure minimal impacts to the public, neighborhoods, etc. from building activities in Troy.

5. A primary goal is to create a cooperative work environment between the City and contractor to increase compliance, improve the quality of design submittals, and reduce the number of reviews.

CRITICAL DATES

The following is a tentative schedule for the selection and hiring of the building department contractor(s):

a) Non-mandatory pre-proposal Meeting: January 21, 2010

b) Deadline for submission of qualifications: February 3, 2010

b) Review of qualifications completed/shortlist of contractors prepared**:** by February 24, 2010

c) Interviews: week of March 8th, 2010

d) Deadline for submission of detailed price proposals: TBD

e) City Administrative Review Committee recommendations to City Council: TBD

f) City Council award: TBD

g) Preparation and execution of contract: by July 1, 2010

SECTION 8: ORGANIZATIONAL QUESTIONNAIRE

DATE: _____
Month/Date/Year

ORGANIZATION NAME: _____

ESTABLISHED: _____19__ / 20___ STATE: _____

TYPE OF ORGANIZATION: (Circle One)

a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other _____

If applicable:
FORMER ORGANIZATIONAL NAME(S)
_____
_____

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. **How many years has your organization been providing Building Department Services? (3 years minimum)**

   _____ YEARS Explain (if in a related field): _____
   _____

2. **Describe your organization's background and its business structure. Describe capabilities specific to the scope of work within this SOQ. Include copies of each license, issued by the State of Michigan to perform plan review and inspection services.**

   _____
   _____
   _____
   _____
   _____
   _____

3. **How many employees does your organization employ that can do the type of work specified?**

   _____
   _____

4. **Describe your approach to the project that you will use to accomplish the scope of work as specified in this SOQ. Provide any unique qualifications, prior experience or similar projects that demonstrate your organizations approach and understanding of this project.**

   _____
   _____
   _____
   _____
   _____

5. **Provide anticipated staffing levels needed to accomplish the work proposed by your organization.**

_____
_____
_____
_____

6. **Provide a listing of personnel from the organization who would be assigned to this account including appropriate certified and trained plan review personnel, inspectors and support (administrative) staff.**

Please provide resumes, copies of certifications, registrations, qualifications, degrees, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section.

TITLE	NAME	DEGREE/ CERTIFICATION	EXPERIENCE/ YEARS

Note: Please identify all resumes, copies of certifications and licenses, etc. submitted for individuals in this section with the titles listed above.

7. **Provide your organization's policy on monitoring the driving records of your employees, including how often background checks are performed and what offensives constitute dismissal.**

_____
_____
_____
_____

8. **Describe your organization's approach to maintaining the continuity of staff assigned to the City.**

_____
_____
_____
_____
_____
_____
_____
_____
_____

ORGANIZATION NAME: _____

9. Describe your organization's technical capabilities, including technological resources that will be used to support building department functions. Include your organization's experience working with BS & A software.

_____
_____
_____
_____
_____
_____
_____
_____
_____

10. Describe your proposed work plan and your organization's ability to accomplish the scope of work as specified in Section 7 of this document. Include any phased approaches or other alternatives or options to provide services that will meet the goals of the City. Include your organization's proposed range of services and any additional options that may be cost effective or that have been successfully implemented in other communities. The proposed work plan should include the following services: Administrative, Plan Review, Inspection, and any additional Services offered.

_____
_____
_____
_____
_____
_____

11. Describe how your organization handles conflicts, disputes, and/or criticism involving private developers, builders, contractors, and property owners.

_____
_____
_____
_____
_____
_____
_____

12. Describe what type of identification is used by field personnel to distinguish themselves to the disconcerting public.

_____
_____
_____
_____

ORGANIZATION NAME: _____

13. Will services be provided at a location separate from the City of Troy offices? If yes, provide the location address and your organization's approach for coordinating with City of Troy staff to facilitate document transfers.

_____
_____
_____
_____
_____
_____

14. Provide detailed description of your organization's proposed transition plan from the current City services to your organization's services. Indicate whether the organization would be interested in hiring any current City employees.

_____
_____
_____
_____
_____
_____

15. References – please list at least three (3) local government jurisdictions where your organization currently provides building department services that are similar in scope to the type of work described in this SOQ. Include any appropriate information your organization feels substantiates your qualifications, track record and commitment to providing these services. A contact name and listed information is required.

Entity Name	Address	Business/Agency Affiliation	Contact Name	Phone Number

16. List all contract commitments your organization has been engaged to perform for 2010/2011. Give organization name, name of contract and value of contract.

ORGANIZATION	CONTRACT	VALUE

17. SAMPLE DOCUMENT – A Sample Commercial and Residential Plan Review document including reporting and tracking details <u>must</u> be included with your submitted SOQ documents. This sample document will be reviewed as part of the evaluation process and will become the property of the City of Troy.

Attached and Marked _____ for Identification.

ORGANIZATION NAME: _____

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Organization Representative: _____

Representative's Name: _____
(print)

Organization Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Date: _____

SECTION 9: ATTACHMENTS 1 thru 7

Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of _____ for whom _____, bearing the office title of _____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

AN **INDIVIDUAL,** WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____ _____

Other Organizations identify name, type and principal agents authorized to execute contracts.

_____

_____

_____

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

_____, being duly sworn deposed, says that he
(Print Full Name)

is _____. The party making the foregoing proposal or bid,
(State Official Capacity in Organization)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

_____
SIGNATURE OF PERSON SUBMITTING BID

_____
NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20___ in and for _____ County.

My commission expires:

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

Complete

Sample Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Complete

INSURER A:	XYZ Company
INSURER B:	ABC Company
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY					
	X COMMERCIAL GENERAL LIABILITY	0001	xx-xx-xx	xx-xx-xx	EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE / X OCCUR				FIRE DAMAGE (Any one fire)	$
	X see additional insured language below				MED EXP (Any one person)	$
	X Annual Contract Aggregate Limit				PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 1,000,000
	POLICY / PROJECT / LOC				PRODUCTS - COMP/OP AGG.	$ 1,000,000
A	AUTOMOBILE LIABILITY					
	X ANY AUTO	0002	xx-xx-xx	xx-xx-xx	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	X HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0003	xx-xx-xx	xx-xx-xx	X WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE - EA EMPLOYEE	$ 100,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
A	OTHER					
	Professional Liability (E&O)	0004	xx-xx-xx	xx-xx-xx	Limits $1,000,000	
	(With a minimum 2-year extended reporting period if for a claims-made policy)					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured: City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers additional insured. (on ISO form B or broader)

CERTIFICATE HOLDER | y | ADDITIONAL INSURED; INSURER LETTER: ___

City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

STATEMENT OF NO INTEREST ATTACHMENT 3

SOQ NUMBER: **SOQ-COT 09-49**
TITLE: Building Department Services

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: **(248) 619-7608**

We, the undersigned, have declined to respond on the subject SOQ for the following reasons:

Check All That Apply	REASON
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in responding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

REMARKS:

_____
_____
_____

COMPANY INFORMATION:
COMPANY NAME: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
ORGANIZATION NAME: _____
ADDRESS: _____
_____
_____

FAX NUMBER: _____TELEPHONE NUMBER: _____

IMPORTANT NOTE:
To qualify as a respondent to the SOQ, the ORGANIZATION must submit a SOQ or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final SOQ results will be posted on the MITN website after award. Please register to see results - www.mitn.info.

DATE: January 4, 2010

TO: John Szerlag, City Manager

FROM: Mark Miller, Acting Assistant City Manger/Economic Development Services
Mark Stimac, Director of Building & Zoning

SUBJECT: Permits issued January 2009 through December 2009

	NO.	VALUATION	PERMIT FEE
INDUSTRIAL			
Tenant Completion	5	$34,454.00	$815.00
Accessory Structure	1	$159,539.00	$1,715.00
Add/Alter	44	$2,802,929.00	$32,710.00
Wreck	3	$0.00	$260.00
Parking Lot	2	$135,000.00	$1,580.00
Repair	1	$12,000.00	$235.00
Sub Total	**56**	**$3,143,922.00**	**$37,315.00**
COMMERCIAL			
New	3	$2,218,764.00	$22,535.00
New Less Tenant	1	$527,100.00	$5,395.00
Completion (New)	1	$765,000.00	$7,765.00
Tenant Completion	5	$736,000.00	$7,935.00
Add/Alter	167	$19,709,278.00	$211,510.00
Wreck	1	$0.00	$100.00
Parking Lot	1	$50,000.00	$615.00
Repair	1	$7,000.00	$155.00
Kiosk	7	$42,645.00	$725.00
Sub Total	**187**	**$24,055,787.00**	**$256,735.00**
RESIDENTIAL			
New	30	$5,140,231.00	$54,980.00
Add/Alter	219	$3,197,431.00	$49,360.00
Garage/Acc. Structure	65	$309,354.00	$6,835.00
Pool/Spa/Hot Tub	14	$198,095.00	$3,040.00
Ent. Wall/Masonry Fence	1	$1,250.00	$55.00
Repair	52	$975,980.00	$14,480.00
Fire Repair	12	$1,457,202.00	$15,920.00
Wreck	17	$3,500.00	$820.00
Fnd./Slab/Footing	1	$2,500.00	$75.00
Sub Total	**411**	**$11,285,543.00**	**$145,565.00**

TOWN HOUSE/CONDO			
Add/Alter	11	$61,250.00	$2,300.00
Garage/Acc. Structure	1	$1,200.00	$165.00
Repair	7	$64,507.00	$1,255.00
Sub Total	**19**	**$126,957.00**	**$3,720.00**
MULTIPLE			
Garage/Acc. Structure	4	$50,800.00	$910.00
Repair	7	$54,640.00	$1,205.00
Sub Total	**11**	**$105,440.00**	**$2,115.00**
INSTITUTIONAL/HOSPITAL			
Add/Alter	3	$3,943,822.00	$32,888.00
Sub Total	**3**	**$3,943,822.00**	**$32,888.00**
RELIGIOUS			
New	1	$500,000.00	$5,115.00
Add/Alter	7	$2,178,500.00	$19,405.00
Sub Total	**8**	**$2,678,500.00**	**$24,520.00**
MISCELLANEOUS			
Satellite/Antennas	10	$45,700.00	$1,070.00
Signs	323	$0.00	$34,671.50
Fences	132	$0.00	$2,130.00
Sub Total	**465**	**$45,700.00**	**$37,871.50**
TOTAL	**1160**	**$45,385,671.00**	**$540,729.50**

PERMITS ISSUED DURING 2009

	NO.	PERMIT FEE
Mul. Dwel. Insp.	1915	$25,750.00
Cert. of Occupancy	223	$19,043.40
Plan Review	646	$42,012.25
Microfilm	212	$2,214.00
Building Permits	1160	$540,729.50
Electrical Permits	1539	$84,279.00
Heating Permits	1036	$48,805.00
Air Cond. Permits	432	$18,820.00
Refrigeration Permits	15	$995.00
Plumbing Permits	806	$47,293.00
Storm Sewer Permits	115	$4,399.00
Sanitary Sewer Permits	81	$2,745.00
Sewer Taps	63	$17,166.00
TOTAL	**8243**	**$854,251.15**

LICENSES & REGISTRATIONS ISSUED DURING 2009

	NO.	LICENSE FEE
Mech. Contr.-Reg.	367	$1,835.00
Elec. Contr.-Reg.	315	$4,725.00
Master Plmb.-Reg.	207	$1,035.00
Sign Inst. - Reg.	48	$480.00
E. Sign Contr-Reg.	28	$424.00
Fence Inst.-Reg.	33	$330.00
Bldg. Contr.-Reg.	184	$1,835.00
F.Alarm Contr.-Reg.	30	$450.00
TOTAL	**1212**	**$11,114.00**

DATE: January 5, 2009

TO: Phil Nelson, City Manager
FROM: Mark Stimac, Director of Building & Zoning
SUBJECT: Permits issued during the Year 2008

	NO.	VALUATION	PERMIT FEE
INDUSTRIAL			
New	1	$476,000.00	$3,477.00
Completion (New)	2	$3,000,000.00	$19,290.00
Accessory Structure	1	$6,500.00	$155.00
Add/Alter	54	$8,266,812.00	$72,038.00
Wreck	1	$0.00	$100.00
Wall	1	$12,000.00	$229.00
Parking Lot	3	$480,000.00	$5,145.00
Repair	3	$177,000.00	$1,905.00
Fire Repair	2	$9,927.00	$250.00
Sub Total	**68**	**$12,428,239.00**	**$102,589.00**
COMMERCIAL			
New	1	$1,213,000.00	$8,210.00
Fnd. New	2	$270,900.00	$2,835.00
Shell New	1	$211,000.00	$2,225.00
Fnd./Shell New	2	$797,676.00	$6,890.00
Completion (New)	2	$279,486.00	$2,593.00
Completion Less Tenant	1	$231,784.00	$2,435.00
Tenant Completion	17	$2,342,248.00	$20,360.00
Accessory Structure	1	$25,000.00	$320.00
Add/Alter	226	$22,730,549.00	$216,883.00
Wreck	4	$50,000.00	$400.00
Parking Lot	1	$50,000.00	$615.00
Repair	2	$9,500.00	$230.00
Fire Repair	1	$25,000.00	$365.00
Kiosk	11	$0.00	$386.00
Sub Total	**272**	**$28,236,143.00**	**$264,747.00**

RESIDENTIAL			
New	45	$8,219,785.00	$81,029.00
Add/Alter	272	$4,150,449.00	$61,572.00
Garage/Acc. Structure	48	$292,816.00	$6,230.00
Pool/Spa/Hot Tub	34	$573,602.00	$8,015.00
Ent. Wall/Masonry Fence	1	$1,000.00	$35.00
Repair	30	$481,457.00	$7,347.00
Fire Repair	9	$474,177.00	$5,281.00
Wreck	23	$0.00	$1,050.00
Fnd./Slab/Rat Wall	1	$5,800.00	$135.00
Fnd./Slab/Footing	1	$2,000.00	$55.00
Sub Total	**464**	**$14,201,086.00**	**$170,749.00**
TOWN HOUSE/CONDO			
New	15	$2,711,299.00	$22,215.00
Add/Alter	12	$33,110.00	$1,490.00
Garage/Acc. Structure	1	$600.00	$390.00
Repair	4	$43,200.00	$850.00
Sub Total	**32**	**$2,788,209.00**	**$24,945.00**
MULTIPLE			
Garage/Acc. Structure	1	$2,921.00	$75.00
Repair	5	$250,000.00	$3,075.00
Sub Total	**6**	**$252,921.00**	**$3,150.00**
INSTITUTIONAL/HOSPITAL			
Shell	2	$6,500,000.00	$40,760.00
Completion	3	$45,821,825.00	$235,550.00
Add/Alter	10	$5,737,260.00	$32,535.00
Sub Total	**15**	**$58,059,085.00**	**$308,845.00**

MUNICIPAL			
Add/Alter	3	$179,065.00	$0.00
Sub Total	**3**	**$179,065.00**	**$0.00**
RELIGIOUS			
New	1	$500,000.00	$3,645.00
Add/Alter	13	$580,557.00	$6,972.00
Garage/Acc. Structure	1	$50,000.00	$615.00
Repair	1	$4,000.00	$95.00
Sub Total	**16**	**$1,134,557.00**	**$11,327.00**
MISCELLANEOUS			
Satellite/Antennas	6	$110,800.00	$1,304.00
Signs	384	$0.00	$40,067.50
Fences	161	$0.00	$2,560.00
Sub Total	**551**	**$110,800.00**	**$43,931.50**
TOTAL	**1427**	**$117,390,105.00**	**$930,283.50**

PERMITS ISSUED DURING 2008

	NO.	PERMIT FEE
Mul. Dwel. Insp.	2099	$20,990.00
Cert. of Occupancy	353	$36,392.85
Plan Review	827	$64,577.99
Microfilm	362	$4,256.00
Building Permits	1427	$930,283.50
Electrical Permits	1827	$119,383.00
Heating Permits	1176	$61,205.00
Air Cond. Permits	470	$22,485.00
Refrigeration Permits	22	$1,515.00
Plumbing Permits	1038	$72,307.00
Storm Sewer Permits	155	$7,295.00
Sanitary Sewer Permits	122	$4,075.00
Sewer Taps	116	$43,684.00
TOTAL	**9994**	**$1,388,449.34**

LICENSES & REGISTRATIONS ISSUED DURING 2008

	NO.	LICENSE FEE
Mech. Contr.-Reg.	373	$1,865.00
Elec. Contr.-Reg.	337	$5,055.00
Master Plmb.-Reg.	225	$1,005.00
Sign Inst. - Reg.	65	$650.00
E. Sign Contr-Reg.	33	$495.00
Fence Inst.-Reg.	32	$320.00
Bldg. Contr.-Reg.	182	$1,820.00
F.Alarm Contr.-Reg.	34	$510.00
TOTAL	**1281**	**$11,720.00**

DATE: January 2, 2008

TO: Phil Nelson, City Manager
FROM: Mark Stimac, Director of Building & Zoning
SUBJECT: Permits issued during the Year 2007

	NO.	VALUATION	PERMIT FEE
INDUSTRIAL			
Fnd./Shell New	1	$3,500,000.00	$19,645.00
Add/Alter	71	$7,990,266.00	$64,745.00
Wreck	7	$0.00	$700.00
Parking Lot	1	$28,000.00	$341.00
Repair	1	$73,000.00	$656.00
Sub Total	**81**	**$11,591,266.00**	**$86,087.00**
COMMERCIAL			
New	8	$6,541,742.00	$42,355.00
Fnd. New	1	$1,500,000.00	$9,645.00
Shell New	2	$105,000.00	$1,025.00
Fnd./Shell New	4	$2,126,816.00	$15,469.00
New Less Tenent	5	$3,478,000.00	$20,879.00
Completion (New)	2	$1,645,000.00	$11,805.00
Completion Less Tenant	3	$335,000.00	$2,780.00
Tenant Completion	16	$1,019,245.00	$9,240.00
Add/Alter	257	$37,516,324.00	$282,732.00
Temp. Office Trailer	1	$4,500.00	$115.00
Wreck	6	$0.00	$620.00
Repair	1	$3,075.00	$95.00
Fire Repair	1	$3,000.00	$75.00
Kiosk	8	$600.00	$280.00
Sub Total	**315**	**$54,278,302.00**	**$397,115.00**
RESIDENTIAL			
New	58	$11,635,696.00	$89,932.00
Add/Alter	334	$6,710,143.00	$80,947.00
Garage/Acc. Structure	80	$429,722.00	$8,659.00
Pool/Spa/Hot Tub	37	$363,373.00	$5,330.00
Repair	18	$266,301.00	$3,396.00
Fire Repair	10	$541,683.00	$5,135.00
Wreck	25	$20,000.00	$1,380.00
Fnd./Slab/Rat Wall	2	$6,900.00	$170.00
Fnd./Slab/Footing	5	$14,100.00	$375.00
Sub Total	**569**	**$19,987,918.00**	**$195,324.00**

TOWN HOUSE/CONDO			
New	18	$2,580,524.00	$20,691.00
Add/Alter	32	$232,196.00	$4,285.00
Repair	5	$82,300.00	$1,105.00
Sub Total	**55**	**$2,895,020.00**	**$26,081.00**
MULTIPLE			
Add/Alter	1	$1,200.00	$55.00
Garage/Acc. Structure	3	$53,500.00	$820.00
Sub Total	**4**	**$54,700.00**	**$875.00**
INSTITUTIONAL/HOSPITAL			
Shell	3	$14,700,000.00	$79,335.00
Add/Alter	14	$7,234,500.00	$44,887.00
Sub Total	**17**	**$21,934,500.00**	**$124,222.00**
RELIGIOUS			
New	2	$2,658,000.00	$16,036.00
Add/Alter	5	$126,000.00	$1,617.00
Sub Total	**7**	**$2,784,000.00**	**$17,653.00**
MISCELLANEOUS			
Satellite/Antennas	10	$176,900.00	$2,611.00
Signs	496	$0.00	$50,895.00
Fences	160	$0.00	$2,530.00
Sub Total	**666**	**$176,900.00**	**$56,036.00**
TOTAL	**1714**	**$113,702,606.00**	**$903,393.00**

PERMITS ISSUED DURING 2007

	NO.	PERMIT FEE
Mul. Dwel. Insp.	2027	$20,270.00
Cert. of Occupancy	438	$34,932.15
Plan Review	910	$59,622.50
Microfilm	412	$4,461.00
Building Permits	1714	$903,393.00
Electrical Permits	2097	$123,556.00
Heating Permits	1511	$74,505.00
Air Cond. Permits	611	$29,490.00
Refrigeration Permits	9	$990.00
Plumbing Permits	1163	$76,753.00
Storm Sewer Permits	153	$12,166.00
Sanitary Sewer Permits	150	$5,272.00
Sewer Taps	115	$128,833.30
TOTAL	**11310**	**$1,474,243.95**

LICENSES & REGISTRATIONS ISSUED DURING 2007

	NO.	LICENSE FEE
Mech. Contr.-Reg.	421	$2,105.00
Elec. Contr.-Reg.	376	$5,640.00
Master Plmb.-Reg.	246	$246.00
Sign Inst. - Reg.	70	$700.00
E. Sign Contr-Reg.	33	$495.00
Fence Inst.-Reg.	33	$330.00
Bldg. Contr.-Reg.	204	$2,040.00
F.Alarm Contr.-Reg.	25	$375.00
TOTAL	**1408**	**$11,931.00**

CITY OF TROY
BUILDING PERMIT FEES
For Applications Submitted after 4-01-2009

VALUATION OF WORK

Under $1,000 ----------	$35.00
$1,000.00 to $10,000.00 ----------	$35.00 Plus $20.00 for each additional $1,000 or part thereof over $1,001
$10,001.00 to $1,000,000.00	$215.00 Plus $10.00 for each additional $1,000 or part thereof over $10,001
$1,000,001.00 and Over	$10,115.00 Plus $7.00 for each additional $1,000 or part thereof over $1,000,001.00

PLAN REVIEW FEES ON CONSTRUCTION

Valued over $5,000.00 ----------	.001	of valuation
	$30.00	Minimum at submittal

CERTIFICATE OF OCCUPANCY ---------- 5% of Building Permit Fee

DEMOLITION PERMITS

Industrial and Commercial ----------	$100.00
Residential Dwellings ----------	$50.00
Sheds, Garages and Barns ----------	$30.00
Each additional accessory structure on the same site ----------	$10.00

STRUCTURAL CONSULTANT FEE

Does not apply to one and two-family Residence. Fee based on an hourly Rate billed by the City's Consultant.	Approximate Charge $250.00 on $50,000 structure

GRADE AND DRAINAGE FEE

Residential ----------	$50.00
All other Developments and Site Plan Review	$70.00 first acre - $15.00 each additional acre

Revised 04-1-2009

FENCE PERMIT FEE

Up to 300 linear feet of fence ---------- $15.00
Over 300 linear fee of fence ---------- $25.00

BOND DEPOSITS

Single Family Residence (new) with sidewalks ---------- $350.00
Single Family Residence (new) without sidewalks ---------- $150.00
Multiple Residence, Commercial, Industrial ---------- $200.00
Alterations ---------- $ 50.00
Wrecking ---------- $100.00

CONTRACTOR LICENSE

ELECTRICAL

Registration ---------- $15.00

BUILDING

Registration of Michigan Department of Licensing and
Regulation License (State License) ---------- $10.00

MECHANICAL (HVAC)

Administrative Fee – Yearly Update Michigan Department of Licensing and
Regulation License (State License) ---------- $ 5.00

PLUMBING

Master Plumber's Registration (State License) ---------- $ 5.00

OTHER TYPES OF CONTRACTORS ---------- $10.00

CITY OF TROY – ELECTRICAL PERMIT FEES

DESCRIPTION

MINIMUM PERMIT FEE	$25.00
SERVICE - (Permanent or Temporary Service at Job Sites)	
Up to 100 Amps	16.00
Up to 150 Amps	18.00
Up to 200 Amps	20.00
Up to 400 Amps	26.00
Up to 800 Amps	33.00
Up to 1500 Amps	40.00
Up to 2500 Amps	45.00
Over 2500 Amps	55.00
LIGHTING FIXTURES	
Up to 10 Fixtures	10.00
Over 10 to 20 Fixtures	16.00
Over 20 to 100 Fixtures (Per group of 1 to 10 Fixtures)	4.00
Over 100 Fixtures (Per group of 1 to 10 Fixtures)	3.00
CIRCUITS -- 110 VOLT (Includes Circuits for A.C., Furnaces, Garage Doors, Disposals, Bathroom Fans, Etc.)	
First Circuit	15.00
Each Additional Circuit - Per Circuit	4.00
CIRCUITS -- 220 VOLT (Includes Range, Dryer, Water Heater)	
First Circuit	15.00
Each additional Circuit	5.00
SIGN CONNECTIONS – ILLUMINATION	
1ST Sign	15.00
Each Additonal Sign	7.00
Outline Tubing (Neon) - 1st 50 feet tubing	15.00
Each Additional 50 feet of tubing	7.00
POWER PLUGS AND MOTORS (NON-RESIDENTIAL)	
First Power Plug Outlet	15.00
Each Additional Power Plug Outlet	7.00

MOTORS – BASED ON H.P., KW'S, KVA

Motors, Refrigeration Units, Generators, Rectifiers, Welders, Flood Lights 1000 Watts, Capacitors Transformers. **When listing motor fees, Charge for the largest motor and $10.00 for each additional motor**

¼ HP to 10 HP	(0 to 15 KVA/KW)	14.00
Over 10 HP to 30 HP	(16 to 45 KVA/KW)	16.00
Over 30 HP to 50 HP	(46 to 75 KVA/KW)	26.00
Over 50 HP to 100 HP	(76 to 150 KVA/KW)	32.00
Over 100 HP	(Over 150 KVA/KW)	40.00
Each additional motor of KVA/KW transformer		10.00

REVISED 11/16/2009

CITY OF TROY – ELECTRICAL PERMIT FEES

FURNACES - SPACE HEATERS (RESIDENTIAL AND NON-RESIDENTIAL)

Replacement of Furnaces, Space Heaters or adding to existing)

First Unit	$10.00
Each additional unit	6.00
Humidifiers **(120 Volt)**	8.00
Electric Air Cleaners	8.00

ELECTRIC SPACE HEATING (RESIDENTIAL AND NON-RESIDENTIAL)

500 TO 3,000 Watts (charged on total wattage)	14.00
Additional 3,000 Watts	7.00

FEEDERS, BUS DUCT, FEEDERS (CHARGED ON TOTAL NUMBER OF FEET)

Up to 100 Feet	14.00
Over 100 Feet to 200 Feet	21.00
Each Additional 50 feet over 200 Feet (fee per 50 feet)	4.00

SUB PANEL (PANEL ADDED TO EXISTING PANEL) - SEE CIRCUITS

SPECIAL OR PERIODIC INSPECTION, INCLUDING TENT SHOWS, TEMPORARY LIGHTING DISPLAYS, CONVENTIONS, ALTERATION TO EXISTING ELECTRICAL 26.00

Installation of aluminum and copper clad aluminum conductors in Sizes #12 and #10, in any structure shall have continuous inspection during the installation of subject conductors. This installation shall be at the **RATE OF $50.00/hour for time spent during regular working hours and $75.00/hour** for each hour spent on the job other than regular hours. The specified overtime rate shall be required if inspections of the subject conductors during regular working hours causes an inspector to work overtime on normal daily assignments.

Mobile Homes Installation	25.00

ALARM SYSTEMS (MINIMUM PERMIT)

ALARM SYSTEMS (MINIMUM PERMIT)	25.00
1ST Drill and Pull Station (Initiating Device)	10.00
Each additional drill and pull station (Initiating Device)	2.00
1st Fire Alarm Signal Device (Horn, Strobe, Bell, Etc.)	8.00
Each additional signal device	2.00
Master Panel (fire) Each Panel	14.00
Sprinkler System - Wet Only (see Fire Alarm Signal Device)	
Sprinkler System - Wet and Dry (see Fire Alarm Signal Device)	

Cancellation of Permit = 25% of the Permit Fee or $10.00 Minimum

Contractor License Registration	15.00

REVISED 11/16/2009

CITY OF TROY

HEATING & REFRIGERATION
FEE SCHEDULE

Furnaces, Boilers, Incinerators, and other Fuel Burner Equipment requiring venting, the venting of Products of Combustion (excluding water heaters)

MINIMUM FEE ----------$40.00

A minimum fee is required on all units where the fee is less than minimum. **Exception:** More than one unit per site (per building permit) permit pulled at the same time.

GAS BURNERS

0 to 75,000 BTU Input ----------	$25.00 each unit
75,001 to 150,000 BTU Input ----------	$30.00 each unit
150,001 to 400,000 BTU Input ----------	$40.00 each unit
400,001 to 2,500,000 BTU Input ----------	$60.00 each unit
2,500,001 BTU and over ----------	$75.00 each unit

OIL BURNERS

.1 TO .65 Gal. Per hour----------	$25.00 each unit
.66 to 1.50 Gal. Per hour----------	$30.00 each unit
1.51 to 5. Gal. Per hour ----------	$40.00 each unit
5.01 Gal. Per hour and over ----------	$75.00 each unit

REFRIGERATION

Under 1-1/2 HP (Self Contained and Completely U.L. Listed)	No Permit Required
Remote, Under 1-1/2 H.P. ----------	$25.00 each unit
1-1/2 to 5 H.P. Self Contained or Remote ----------	$30.00 each unit
Over 5 H.P. to 20 H.P. Self Contained or Remote ----------	$40.00 each unit
Over 20 to 50 H.P. Self Contained or Remote ----------	$50.00 each unit
Over 50 H.P. Self Contained or Remote ----------	$60.00 each unit

PERMIT FEES APPLIED TO ALL APPLICATIONS RECEIVED AFTER JUNE 1, 2003

CITY OF TROY - HEATING & REFRIGERATION FEE SCHEDULE

SOLAR HEATING

Attic Inspection (**minimum fee) OR** ---------- $30.00 per panel

GAS LINE

Gas Line Inspection - New commercial and Multiple Dwelling Units (**minimum fee) OR** ---------- $20.00 per floor

All existing Buildings ---------- $40.00

DISTRIBUTION - PER UNIT ---- Air, Hot Water, Steam & Chill Water Piping

Areas under 5,000 sq. ft. **(area serviced)** ---------- $25.00

Areas over 5,000 sq. ft. **(area serviced)** ---------- $30.00

More than 2 stories - **each additional story** ---------- $20.00 per story

Tenant Completion's **(minimum fee) OR** ---------- $40.00 per floor

Bath or Kitchen Exhaust Fan ---------- $5.00 per fan

STORAGE TANKS - FLAMABLE LIQUID TANKS/UNFIRED PRESSURE VESSELS

0 TO 250 Gallons ---------- $20.00
251 to 550 Gallons ---------- $25.00
551 to 2,000 Gallons ---------- $30.00
2,001 to 10,000 Gallons ---------- $35.00
10,001 to 50,000 Gallons ---------- $40.00
Over 50,000 Gallons ---------- $50.00
Oil and Gasoline Piping ---------- $20.00 per tank
Multiple Installations - each additional tank ----- 50% of the listed fee

Removal of tanks (minimum fee) OR ---------- $20.00 per tank

Pre-Fab Fireplaces – Wood Burning Stoves – Chimneys (factory built) or Fire Damper Only (minimum fee) OR ---------- $25.00 per unit

ALTERATION, REPAIR, SPECIAL INSPECTION (including pressure test). Special or gas lines ---------- $40.00 per hour or fraction thereof

CANCELLATION OF PERMIT ---------- $10.00 MINIMUM OR 25% OF PERMIT FEE

ADMINISTRATIVE FEE – MECHANICAL LICENSE ---------- $ 5.00 YEARLY

PERMIT FEES APPLIED TO ALL APPLICATIONS RECEIVED AFTER JUNE 1, 2003

CITY OF TROY
PLUMBING PERMIT FEE SCHEDULE

NOTE: These fees apply to permits applied for after April 1, 2008

DESCRIPTION

STACKS/CONDUCTORS	$10.00
SINK (any description)	10.00
BATHTUB	10.00
WATER CLOSET	10.00
WATER HEATER	10.00
WATER HEATER (replacement)	25.00
LAUNDRY STAND PIPE	10.00
FLOOR DRAIN	10.00
EJECTOR PUMP	10.00
DRINKING FOUNTAIN	10.00
GREASE INTERCEPTOR	10.00
URINAL	10.00
SHOWER	10.00
DISHWASHING MACHINE	10.00
HUMIDIFIER	10.00
GARBAGE DISPOSAL	10.00
SUMP OR INTERCEPTOR	10.00
HOSE BIBS	8.00
WATER SOFTENER/FILTER	10.00
DENTAL CHAIRS	10.00
BUILDING MAIN TO SEWER	20.00
INSIDE SUB SOIL DRAIN SYSTEM	15.00
ROOF SUMP	10.00
MISCELLANEOUS FIXTURES	10.00
BACK WATER VALVE	10.00
BACKFLOW PREVENTION DEVICE	10.00
MEDICAL GAS (Per Opening)	10.00

WATER DISTRIBUTION **(SEE BELOW)**

¾” ----------	15.00	1-1/2” ------	30.00	3” ---------	55.00
1” ----------	20.00	2” ----------	35.00	4” --------	63.00
1-1/4” ---------	25.00	2-1/2” -----	45.00	over 4” --	75.00

MINIMUM PERMIT FEE ---------- **25.00**

SPECIAL INSPECTION (per hour) ---------- 50.00/hour

Addition to permit before Inspection - Regular fee
Addition to permit after Inspection Minimum fee
Cancellation of Permit - 25% of Permit Fee / $10.00 Minimum

CONTRACTOR REGISTRATION ---------- **5.00**

REVISED 4/1/2008

City of Troy
Sign Permit Fee Schedule

AREA	WALL SIGNS		GROUND SIGNS
	Painted on wall	Structurally Attached	
Under 100 sq. ft.	$75.00	$100.00	$125.00
100 to 200 sq. ft.	$100.00	$125.00	$150.00
200 to 300 sq. ft.	$100.00	$150.00	$175.00

EXCEPTION: Special Event Signs $30.00 per event.

SIGN INSTALLER REGISTRATION - $10.00 ANNUALLY
A current Certificate of Insurance with the City of Troy named as the Certificate Holder is required as part of the registration.

INSPECTIONS
for the
YEAR 2009

Division	BUILDING				PLUMBING		ELECTRICAL		HVAC		HOUSING & ZONING					
MONTH	Mitch Grusnick	Gary Bowers	Rob Winkleman	Mark Riley	Jim Richards/Scott Herzberg	Jerry Johnson	Joe VanSumer	Rick Pawlowski	Dennis Galbraith	Dennis Koenders	Paul Evans	Kandy Griffeth	Don Phillips	Mark Anderson	Bob Klukaczewski	**MONTHLY TOTAL**
JANUARY	8	195	223	0	232	187	226	235	225	238	0	233	220	91	269	2582
FEBRUARY	0	277	226	0	94	219	204	201	206	268	0	280	167	87	290	2519
MARCH	0	351	129	0	0	283	0	268	237	278	0	300	179	212	251	2488
APRIL	0	235	268	0	96	220	0	244	247	290	7	280	138	129	336	2490
MAY	0	314	249	18	205	208	0	235	234	284	7	350	179	143	329	2755
JUNE	0	280	262	17	228	255	66	174	293	350	18	381	182	192	421	3119
JULY	0	313	204	0	236	252	89	148	282	347	14	372	178	136	281	2852
AUGUST	0	199	233	0	274	215	0	276	257	293	9	277	286	97	497	2913
SEPTEMBER	0	305	243	0	257	229	0	308	265	285	5	441	208	203	296	3045
OCTOBER	0	324	166	0	283	186	0	253	255	237	8	284	131	115	447	2689
NOVEMBER	0	214	227	13	178	215	0	238	183	256	21	276	66	135	257	2279
DECEMBER	0	191	130	8	169	165	0	246	271	140	10	235	127	58	309	2059
INSP. TOTAL	8	3198	2560	56	2252	2634	585	2826	2955	3266	99	3709	2061	1598	3983	
DIV. TOTAL	5822				4886		3411		6221		11450					
GRAND TOTAL OF ALL INSPECTIONS FOR 2009 =									31790							

INSPECTIONS

for the

YEAR 2008

Division	BUILDING				PLUMBING		ELECTRICAL		HVAC		HOUSING & ZONING					
MONTH	Mitch Grusnick	Gary Bowers	Rob Winkleman	Mark Riley	Jim Richards	Jerry Johnson	Joe VanSumer	Rick Pawlowski	Dennis Galbraith	Dennis Koenders	Paul Evans	Kandy Griffeth	Don Phillips	Mark Anderson	Bob Klukaczewski	**MONTHLY TOTAL**
JANUARY	1	239	253	4	365	220	167	331	239	293	0	245	217	249	234	3057
FEBRUARY	0	264	130	0	229	213	206	255	227	298	0	183	188	69	208	2470
MARCH	0	277	146	0	196	278	269	162	201	275	0	244	200	0	262	2510
APRIL	0	259	210	9	292	231	212	250	233	262	1	284	228	0	327	2798
MAY	0	334	256	0	267	214	262	243	204	287	0	329	264	160	295	3115
JUNE	5	274	275	5	295	198	274	263	242	271	0	373	255	135	345	3210
JULY	0	378	256	5	280	241	292	276	275	302	2	429	172	223	304	3435
AUGUST	9	237	271	14	227	230	280	144	226	251	2	183	281	335	232	2922
SEPTEMBER	0	319	263	2	254	203	212	242	266	224	0	317	210	377	345	3234
OCTOBER	0	304	261	0	250	233	259	262	256	313	16	274	296	213	357	3294
NOVEMBER	0	264	193	0	203	165	243	202	216	251	7	326	219	331	314	2934
DECEMBER	1	283	152	6	178	178	145	198	157	224	2	200	197	65	191	2177
INSP. TOTAL	16	3432	2666	45	3036	2604	2821	2828	2742	3251	30	3387	2727	2157	3414	
DIV. TOTAL	6159				5640		5649		5993		11715					
GRAND TOTAL OF ALL INSPECTIONS FOR 2008 =									35156							

INSPECTIONS

for the

YEAR 2007

Division	BUILDING				PLUMBING		ELECTRICAL		HVAC		HOUSING & ZONING					
MONTH	Mitch Grusnick	Gary Bowers	Rob Winkleman	Mark Riley	Jim Richards	Jerry Johnson	Joe VanSumer	Rick Pawlowski	Dennis Galbraith	Dennis Koenders	Kandy Griffeth	Don Phillips	Mark Anderson	Bob Klukaceiwski	Marlene Struckman	**MONTHLY TOTAL**
JANUARY	2	262	240	10	284	279	326	278	277	302	263	129	341	150	0	3143
FEBRUARY	5	264	181	21	298	218	178	225	210	174	276	191	286	126	0	2653
MARCH	3	372	256	7	285	204	267	254	232	353	341	136	279	206	0	3195
APRIL	25	215	278	25	243	248	102	225	239	303	290	144	194	189	0	2720
MAY	2	344	314	4	307	222	306	228	270	356	346	193	197	270	0	3359
JUNE	10	304	301	11	268	252	258	229	263	309	345	176	150	271	0	3147
JULY	0	309	242	49	275	265	274	240	224	207	220	183	207	288	40	3023
AUGUST	7	269	284	16	284	261	310	235	237	327	361	197	245	312	33	3378
SEPTEMBER	1	289	161	34	193	255	239	215	250	190	332	123	201	247	11	2741
OCTOBER	0	373	283	31	278	296	340	264	213	298	295	196	175	276	6	3324
NOVEMBER	9	306	294	29	283	198	238	245	223	225	323	113	147	317	5	2955
DECEMBER	0	238	201	16	244	142	184	187	185	196	185	153	141	209	0	2281
INSP. TOTAL	64	3545	3035	253	3242	2840	3022	2825	2823	3240	3577	1934	2563	2861	95	
DIV. TOTAL	6897				6082		5847		6063		11030					
GRAND TOTAL OF ALL INSPECTIONS FOR 2007 =									35919							

ATTACHMENT 7

PLAN REVIEW SERVICES

RECOMMENDED PLAN REVIEW PERFORMANCE TARGETS

	1st Cycle	**2nd Cycle**	**3rd Cycle**
New Commercial Construction	15 Days	10 Days	Same Day
Major Commercial Alterations	10 Days	5 Days	Same Day
New Multifamily Construction	10 Days	5 Days	Same Day
All Other Reviews (2 hours or less)	Same Day	Same Day	Same Day

As contained in The Zucker Report dated January 2008 – Table 15 – page 59

DETAILED PROPOSAL
BUILDING DEPARTMENT SERVICES

March 10, 2010 **RFP-COT 09-49**

INSTRUCTIONS TO ORGANIZATIONS

Sealed Detailed Proposals for **BUILDING DEPARTMENT SERVICES** will be received by the City of Troy at the City Clerk's Office, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY, MARCH 18, 2010, at 10:00 AM EDT,** after which time they will be publicly opened and recorded in the Troy City Offices. ***The City will not accept responses via fax transmission.***

MARK ENVELOPES: **RFP-COT 09-49 BUILDING DEPARTMENT SERVICES** ON THE LOWER LEFT- HAND CORNER.

Specifications are listed in the Detailed Proposal form on file in the office of the City Clerk. The City reserves the right to reject any or all Detailed Proposals, to waive any irregularity or informality in any Detailed Proposal received, and to accept any Detailed Proposal or part thereof, which it shall deem to be most favorable to the interests of the City of Troy.

1. Any and all detailed proposals submitted must be on the City of Troy Detailed Proposal forms.

2. If further information regarding this Detailed Proposal is required, please contact the Purchasing Department, (248) 524-3338 or (248) 680-7291.

3. The City of Troy will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, or handicap.

4. VENDOR CHANGES OR ALTERATIONS TO DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A DETAILED PROPOSAL BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a Detailed Proposal document will be in the areas provided for an organization's response, including the "Exceptions" section of the Detailed Proposal. If a change or alteration to the documents is undetected and the organization is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the Detailed Proposal document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the document.

   The provisions in the Detailed Proposal, including any changes, modifications or additions to the Authorized Version, shall bind any organization who submits a Detailed Proposal document and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the document. The Authorized Version of the Detailed Proposal document shall be that document on file in the City of Troy Purchasing Department with any amendments and updates. If a contract is awarded to an organization who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the Detailed Proposal, and that organization fails to accept the award, the City of Troy may pursue costs and expenses to re-bid the item from that organization.

   The City of Troy will officially distribute Detailed Proposal documents from the Purchasing Department. Copies of Detailed Proposal documents obtained from any other source are not considered official copies. Only those organizations who obtain Detailed Proposal documents from the Purchasing Department are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you contact the City of Troy Purchasing Department and obtain an official copy.

5. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in your proposal figures. The City will furnish the successful organization(s) with tax exemption certificates when requested and applicable.

6. Each request for information within the Detailed Proposal document must be completed with a response. All information requested herein shall be submitted on or before the date and time indicated. Failure to do so will result in rejection of the Detailed Proposal as non-responsive and/or incomplete. The organization must initial any corrections. The Detailed Proposal is to be completed in legible form, preferably typewritten.

7. The response must follow the format outlined in this Detailed Proposal document. Supplemental information should be provided in additional sections following the same numbering scheme. Responses should be concise and complete.

8. Completed forms may be duplicated as required. ***It is required that FOUR (4) copies of the complete package are included at the time of submitting the Detailed Proposal.***

9. Any additional written material such as professional records, certifications, etc. your organization deems important may be attached and submitted to augment the data. It is not necessary to include expensive custom binders, displays, or other materials unless the organization believes such materials are necessary to the RFP.

10. **NO FAXED DOCUMENTS WILL BE ACCEPTED.**

11. **TIMELY SUBMITTALS:** Late submittals will not be accepted.

12. The City does not intend to pay for any information provided in the Detailed Proposal. Further, the City will not be liable for any costs incurred in the Detailed Proposal preparation, presentation, or contract negotiations.

13. During the evaluation process, the City of Troy reserves the right, where it may serve the City's best interest, to request additional information or clarification from the organizations submitting a Detailed Proposal. Only the contractors that made it to Phase 3 are being asked to provide a Detailed Proposal as outlined in Phase 4 of the SOQ-COT 09-49.

14. **PUBLIC INFORMATION:** All submitted Detailed Proposal documents and supplemental information will become a public record upon their delivery to the City Clerk.

15. The Contractor shall not replace or substitute specific team members identified in the Statement of Qualifications or Detailed Proposal without the approval of the City.

SPECIAL INSTRUCTIONS

- The final contract holder(s) agrees to hold all prices firm through contract expiration.

- Final Detailed Proposal results will be posted on the MITN website after the final organization(s) is selected and a contract awarded. Please register to see results - www.mitn.info.

TERMS AND CONDITIONS

1. **Signature:** Each authorized representative of the organization must sign the detailed proposal with their usual signature and shall give their full business address. Detailed Proposal documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Detailed Proposal documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. Detailed Proposal documents submitted by government agencies must be signed by the principal authorized to bind it in the matter.

2. **Retain Proposal Documents:** The City reserves the right to retain all Detailed Proposal documents submitted and to use any ideas in the Detailed Proposal regardless of whether that Detailed Proposal is selected. Submission of a Detailed Proposal indicates acceptance by the organization of the conditions contained in the Detailed Proposal, unless clearly and specifically noted in the Detailed Proposal submitted and confirmed in the Agreement between the City of Troy and the organization(s) selected.

3. **Sub-Contractors:** No portion of the Detailed Proposal may be sub-contracted without the prior written approval of the City.

4. **Changes In The Detailed Proposal:** Should any prospective respondent be in doubt as to the meaning or interpretation of any portion of this Detailed Proposal, or should the respondent find any ambiguity, inconsistency or omission therein, the respondent may make a written request for an official interpretation or correction. Such requests, as well as requests for additional information, shall be submitted to the Purchasing Department [Fax (248) 619-7608 or located at 500 W. Big Beaver Rd.] not less than five (5) days prior to the final date of submittal of the Detailed Proposal documents.

5. **Award:** The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the statement of qualifications, interview, detailed proposals and the correlation of the information submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

   The City of Troy reserves the right to select the most qualified organization(s) using a Qualifications Based Selection (QBS) process, or in whatever manner is deemed to be in the City's best interest; to negotiate a final contract with the most effective total package which matches the City's needs; to reject a Detailed Proposal which contains major deviations from specifications; to accept a Detailed Proposal which has only minor deviations from specifications; to proceed in whatever manner is in the City's best interest.

6. **Use of Current Employees**: The City reserves the right to reject any part or all of any SOQ/RFP's received and allow current employees to compete for the work described in this RFP process, if such action is in the City's best interest.

7. **Downpayments or Prepayments:** Any Detailed Proposal document submitted which requires a down payment or prepayment for services to be provided prior to acceptance that the services are acceptable to the operations of the City of Troy will not be considered for award. The designated City representative will make payment approval of all items upon acceptance.

ORGANIZATION NAME: _____

TERMS AND CONDITIONS - continued

8. **Contract Termination:** The City of Troy reserves the right to terminate the contract without penalty upon 7 days written notice due to poor performance or for any reason deemed to be in its best interest. The City of Troy's designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract in whatever manner is deemed to be its best interest.

9. **Termination for Convenience:** The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30-days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are canceled.

10. **Invoicing and Payment:** The City of Troy reserves the right to select the invoicing option deemed to be in its best interest at the time of implementation of the contract. No additional costs will be incurred for the invoicing option selected. Detailed billing will be required which minimally includes service(s) provided, a detailed breakdown of deliverables and additional allowable expenses.

    Termination of service will be unacceptable for non-payment of a bill without the awarded organization contacting the designated City representative to resolve the problem. The City will have 45 days to resolve the billing problem from written notice of the termination of service.

11. **Purchase Order:** After the Troy City Council has approved the award(s), a Notice of Award letter will be sent to the successful organization(s). The purchase order issued from the City of Troy with the signed Agreement will create a bilateral contract between the parties and commit the successful organization to perform the contract in accordance with contract provisions including, but not limited to, rate schedules, specifications, terms, and conditions.

12. **SOQ:** All other provisions included in the original Statement of Qualifications (SOQ-COT 09-49) that are not specifically noted in this detailed proposal shall be considered and included as if stated herein.

ORGANIZATION NAME: _____

TERMS AND CONDITIONS - continued

SIGNATURE PAGE

Rates quoted shall remain firm for sixty (60) days or proposal award, whichever comes first, except the successful organization(s) whose rates shall remain firm from July 1, 2010 or date of award whichever is later and continue through June 30, 2013, with an option to renew the contract for two (2) additional years under the same terms and conditions based upon mutual consent of both parties within ninety (90) days of contract termination. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful organizations interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

ORGANIZATION_____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE (_____) _____ FAX (_____)_____

REPRESENTATIVE NAME _____
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE:_____

PAYMENT TERMS _____ E-MAIL: _____

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City's specifications and this Detailed Proposal must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this Detailed Proposal offer.

_____
_____
_____

ACKNOWLEDGEMENT: I, _____, certify that I have read the ***Instructions to Organizations*** (2 Pages) and that the Detailed Proposal documents contained herein were obtained directly from the City's Purchasing Department and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:_____

NOTE:

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

CURRENCY:

Contract prices will be in stated U. S. Funds.

BUILDING DEPARTMENT SERVICES PROPOSAL

PROPOSAL A: Fees as a Percentage of Permit Fee Schedule

For inspection and/or plan review work in which the City collects fees, the Contractor will charge the City a percentage of the fees collected as state below. Percentage fees shall include labor, equipment, materials, and travel necessary to perform the tasks. No additional fees for fuel and vehicle maintenance shall be provided. Percentages quoted shall be based upon the current City of Troy fee schedule as provided as part of the Statement of Qualifications package.

INSPECTIONS	**PERCENTAGE OF FEE**
BUILDING:	%
PLUMBING	%
ELECTRICAL	%
HVAC / REFRIGERATION	%
PLAN REVIEW SERVICES	**PERCENTAGE OF FEE**
PLAN REVIEW	%

PROPOSAL B: Personnel Rates

For the provision of services where a permit fee is not collected (i.e. license inspections, posted home inspections, builder complaints, etc,), the following hourly rates for personnel involved in the performance of this work are provided below. Hourly rates (to include pay rate, overhead, profit, travel necessary to perform the tasks and all other costs) for each of the following classified services:

	HOURLY RATES	
CATEGORY / DISCIPLINE	**Regular Time**	**Overtime**
INSPECTORS		
Building	$	$
Plumbing	$	$
Electrical	$	$
HVAC / Refrigeration	$	$
REVIEW SERVICES		
Plan Examiner (building, electrical, plumbing, mechanical, structural)	$	$

NOTE: If a range of rates is provided for a classification, an average cost will be used to represent that classification for comparison purposes. An estimated total of 100 hours will be used to evaluate the rates quoted under Proposal B.

In addition, a copy of your organization's complete Hourly Rate Fee Schedule by position must be provided including administrative/clerical staff. Fee schedule attached and labeled _____ for identification purposes.

ORGANIZATION NAME: _____

BUILDING DEPARMENT SERVICES
PROPOSAL

PROPOSAL C: Project Team

Provide a list identifying the key personnel proposed to be provided including name, classification, the overall availability to the City of key personnel where applicable for the following services:

CLASSIFICATION	INDIVIDUALS NAME	OVERALL AVAILABILITY PER WEEK (IN HOURS) TO THE CITY
Building Inspector:		Hours
		Hours
		Hours
Mechanical Inspector:		Hours
		Hours
		Hours
Plumbing Inspector:		Hours
		Hours
		Hours
Electrical Inspector:		Hours
		Hours
		Hours
Plan Analyst:		Hours
		Hours
		Hours

PROPOSAL D: Time Frame to Complete Various Tasks

Provide the estimated time frame to complete the following tasks:

TASKS – PLAN REVIEWS:	TIME FRAME TO COMPLETE FIRST REVIEW	TIME FRAME TO COMPLETE REVISIONS
Residential	Days	Days
Multiple Family	Days	Days
New Commercial	Days	Days
Commercial Alteration	Days	Days
All Other Reviews		

TASKS - INSPECTIONS:	TIME FRAME (IN HOURS) TO COMPLETE
Inspections	Hours

ORGANIZATION NAME: _____

THE FOREGOING PROPOSAL IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Organization Representative:_____

Representative's Name: _____
(print)

Organization Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Date: _____

STATEMENT OF NO INTEREST

BID NUMBER: **RFP-COT 09-49**
TITLE: BUILDING DEPARTMENT SERVICES

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: **(248) 619-7608**

We, the undersigned, have declined to respond on the subject RFP for the following reasons:

Check All That Apply	**REASON**
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in responding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

REMARKS:

_____
_____
_____

ORGANIZATION INFORMATION:
ORGANIZATION NAME: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
ORGANIZATION NAME: _____
ADDRESS: _____
_____
_____

FAX NUMBER: _____TELEPHONE NUMBER: _____

IMPORTANT NOTE:
To qualify as a respondent to the RFP, the ORGANIZATION must submit a RFP or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final RFP/ SOQ results will be posted on the MITN website after award. Please register to see results - www.mitn.info.

EXHIBIT B

SAFE BUILT'S RESPONSE TO REQUEST FOR PROPOSAL

SAFEbuilt Michigan, Inc.

Statement of Qualifications Building Department Services

for the **City of Troy**

SOQ-COT 09-49
Building Department Services

SAFEbuilt inc.

Building Department Services since 1992
www.SAFEbuilt.com

Submitted: 03 February 2010

Prepared By: Scott Martin, Business Development Manager
Desk: 970-292-2206 Cell: 970-227-9267
Email: smartin@safebuilt.com

Additional Contact Information:

Mike McCurdie,
President
Desk: 970-292-2206
Cell: 970-566-4676

David Thomsen
Vice President
Desk: 970-292-2204
Cell: 970-566-2495

Karen Mack
Controller
Desk: 970-292-2209
Cell: 970-567-0653

SAFEbuilt inc.
Building Department Services

City of Troy
500 West Big Beaver Road
Troy, MI 48084

To Whom It May Concern:

SAFEbuilt Michigan is pleased to provide the attached statement of qualifications for building department services to the City of Troy in response to SOQ-COT 09-49. SAFEbuilt has been providing building inspections, plan review, administrative, and permitting services to public agencies since 1992. We understand that every public agency has a unique culture and specific requirements or preferences for their building department services. We pride ourselves on providing customized solutions for each client. The quality and training of our staff, our robust business systems and our core commitment to our clients ensure that you receive the highest levels of service and responsiveness in the industry.

Assessing demand and developing new partner relationships around that demand often leads to new physical locations, a key component to SAFEbuilt's growth plan. We have a proven track record of providing excellent services to all of our clients; whether they are in or out of currently served areas.

SAFEbuilt is currently providing building department services to 96 jurisdictions nationally and also provides a variety of building code consulting services to an additional 12 public agencies for a total of 100 plus clients. Since our founding, **we have worked only on behalf of public agencies.** We believe that the safety of your community is too important for us to risk any potential for a conflict of interest with a developer or builder.

We are fully qualified to provide the services being requested, and it is our intent that our response gives you the confidence you need to include us in your selection process. We are excited about this opportunity to partner with the City of Troy.

If you have any questions regarding either the content of our response or our capabilities, please don't hesitate to contact any of the SAFEbuilt contacts listed on the cover page.

Regards,

Mike McCurdie, President
970-292-2203
mmcurdie@safebuilt.com

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City of Troy

Building Department Services
SECTION 8: ORGANIZATIONAL QUESTIONNAIRE

DATE: **02.01.2010**

ORGANIZATION NAME: **Safe Built Michigan - (SAFEbuilt Michigan)**

ESTABLISHED: **November 9, 2009** STATE: **Delaware**

TYPE OF ORGANIZATION:
a. Individual
b. Partnership
c. Corporation (X)
d. Joint Venture
e. Other _____

If applicable: FORMER ORGANIZATIONAL NAME(S) - **not applicable**

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. How many years has your organization been providing Building Department Services? (3 years minimum)

   18 years

   Explain: SAFEbuilt Michigan is a division of SAFEbuilt, Inc. which has been providing Building Department Services to local government since 1992.

2. Describe your organization's background and its business structure. Describe capabilities specific to the scope of work within this SOQ. Include copies of each license, issued by the State of Michigan to perform plan review and inspection services.

   SAFEbuilt was founded in Colorado in 1992 and since that time has been providing building department services exclusively to local government. Today SAFEbuilt operates in 9 states; Arizona, Colorado, Florida, Georgia, Louisiana, North Carolina, Texas, Washington, and Michigan. We provide building department services to over 100 jurisdictions across the country. Our corporate offices remain in Colorado, providing support to each of our office locations. In each of our locations we try to hire locally whenever possible so that our people best understand local needs. We then empower our local offices to make day-to-day operating decisions.

Our skills and resources match up perfectly with the Scope of Work requested by the City of Troy. We currently provide complete building department administration to over 60 jurisdictions. Our staff of Building Officials, Plans Examiners, Inspectors, and Permit Techs have developed and refined some of the best processes in the industry designed to provide efficient, customer friendly services. Greater detail about our experience and approach is included in later in our response.

Please see attached licenses of potential staff for the City of Troy – Attachment 3 – Staff Licenses

3. How many employees does your organization employ that can do the type of work specified?

   SAFEbuilt currently employees:
   - **14 Building Officials**
   - **11 certified Plans Examiners**
   - **22 Inspectors**
   - **10 Permit Technicians**

4. Describe your approach to the project that you will use to accomplish the scope of work as specified in this SOQ. Provide any unique qualifications, prior experience or similar projects that demonstrate your organizations approach and understanding of this project.

   Please see Background and Qualifications & Staffing for a detailed response.

5. Provide anticipated staffing levels needed to accomplish the work proposed by your organization.

   This is a difficult question without better understanding the current environment and processes within the City of Troy. We have based our preliminary estimates on your data and communities with similar permit activity. Tentatively we would plan to staff a Plans Examiner, Building Inspector, Plumbing/HVAC Inspector, Electrical Inspector, and Permit Technician. Due to fluctuations in workload these positions would likely be supplemented on an irregular basis with additional off-site staff.

6. Provide a listing of personnel from the organization who would be assigned to this account including appropriate certified and trained plan review personnel, inspectors and support (administrative) staff.

   Team Members assigned to the City of Troy will include:
   - **Leon Genre, Certified Building Official/Plans Examiner/Inspector**
   - **Merle West, Plans Examiner/Inspector**
   - **Ronald Shelton, Electrical Inspector**
   - **Phil Gentile, Plans Examiner/Inspector**
   - **Eric Pendley, Certified Building Official/Plans Examiner/Inspector**
   - **Derek Place, Building Inspector**

Leon Genre, Eric Pendley, and Derek Place are all current SAFEbuilt employees. Eric and Derek are renewing their State of Michigan licenses and will only be available to assist during service start-up.

Leon Genre, Merle West, Ron Shelton, and Phil Gentile will fulfill the functions and responsibilities associated with a building official, plans examiner, inspector, and administrative support staff for the City of Troy.

Please see attached licenses of potential staff for the City of Troy – Attachment 3 – Staff Licenses

7. Provide your organization's policy on monitoring the driving records of your employees, including how often background checks are performed and what offensives constitute dismissal.

   It is SAFEbuilt's policy to obtain a Motor Vehicle Record Check on all candidates prior to hire. Additionally, SAFEbuilt audits Motor Vehicle Records annually on all company drivers.

   Grounds for termination are as follows:

   1. **DUI or DWI**
   2. **Suspension of driver's license due to points and/or accidents over the previous 24 month period**
   3. **Two (2) traffic accidents within a 24 month period in which the employee receives a citation**
   4. **SAFEbuilt's inability to obtain a Motor Vehicle Record Check due to lack of appropriate authorization from the employee**
   5. **Three (3) chargeable accidents within a 36 month period**
   6. **Accident as a result of gross negligence**

8. Describe your organization's approach to maintaining the continuity of staff assigned to the City.

   Continuity of staff always begins with hiring the right people. We have a rigorous hiring process that focuses on not only technical capability, but also on the soft skills needed to do the job. We hire those people that match up with our core values of Integrity, Customer Service, Continuous Improvement, Respect, and Teamwork. We then make sure that we put the right people with the right clients. Generally speaking, we try not to move our people from one client to another, unless at request of the client. If we ever need to make a personnel change, we will discuss it with the City prior to a change being made.

9. Describe your organization's technical capabilities, including technological resources that will be used to support building department functions. Include your organization's experience working with BS & A software.

   We have all of the technical resources needed to effectively administer a building department. In addition to having properly certified and trained staff, we also provide all of the support resources needed for them to do their jobs properly. We have Accounting support for billing and reporting

related items, IT support for computer and software, and Human Resources for all personnel related issues.

Our team has experience with a number of different technical applications including electronic plan review, online permitting and scheduling, and in-field inspection resulting. If the City wishes to pursue these or other technical applications, we will be able to provide the resources and experience necessary to make them successful.

We have worked with a number of different permitting software suppliers over the years. We have also developed our own proprietary permitting software that we provide at no additional cost to many of our existing clients. However, we do currently have staff with extensive experience using BS&A and will hire people who have experience with it as well. We will also provide ongoing training to staff as needed to make sure they can effectively utilize the City's systems.

10. Describe your proposed work plan and your organization's ability to accomplish the scope of work as specified in Section 7 of this document. Include any phased approaches or other alternatives or options to provide services that will meet the goals of the City. Include your organization's proposed range of services and any additional options that may be cost effective or that have been successfully implemented in other communities. The proposed work plan should include the following services: Administrative, Plan Review, Inspection, and any additional Services offered.

    Please see Scope of Services section for further detail

11. Describe how your organization handles conflicts, disputes, and/or criticism involving private developers, builders, contractors, and property owners.

    Conflicts are bound to arise from time-to-time and we make every effort to resolve them in a way that works for everyone. Again we hire people who know how to deliver proper customer service and specifically train them in how to handle these conflicts. When they are not able to resolve the conflict themselves, they will involve their direct supervisor. If a resolution still is not reached, only then will we involve the Director of Building. We will provide as much background as possible on the issue and then work with any decision that is made.

12. Describe what type of identification is used by field personnel to distinguish themselves to the disconcerting public.

    There are a number of different ways that this can be handled and it is at the discretion of the City. Our preference for the City of Troy would be for our people to carry City identification badges and business cards and drive vehicles with City of Troy identification.

13. Will services be provided at a location separate from the City of Troy offices? If yes, provide the location address and your organization's approach for coordinating with City of Troy staff to facilitate document transfers.

We would suggest providing services from the City of Troy offices. This makes the process as seamless as possible for everyone involved.

14. Provide detailed description of your organization's proposed transition plan from the current City services to your organization's services. Indicate whether the organization would be interested in hiring any current City employees.

The first step in the process will be to thoroughly understand existing processes within the building department. Our staff would spend time with existing staff understanding the entire process from start to finish. During this time we would note potential process improvements, form changes, etc. to share with City staff.

Once we understand the current process, we will meet with City staff to make sure we put together a plan that meets their needs. We would share our observations of existing processes and mutually agree to an operating plan.

We would then want to meet with other stakeholders in the process. It will be important to meet with other internal and external departments and potential applicants to share possible changes and to gain an understanding of their concerns and needs.

We would certainly be interested in hiring existing employees if they meet the needs of the City and fulfill our hiring guidelines. No current employees would be excluded from consideration.

15. References – please list at least three (3) local government jurisdictions where your organization currently provides building department services that are similar in scope to the type of work described in this SOQ. Include any appropriate information your organization feels substantiates your qualifications, track record and commitment to providing these services. A contact name and listed information is required.

SAFEbuilt provides complete building department services on a co-located basis, similar to the services being proposed for the City of Troy. The following cities utilize SAFEbuilt for complete building department services. SAFEbuilt performs front counter permitting, building plan reviews and inspections in addition to administering the building department for the city. We have a proven track record of providing excellent service to all of our new clients; whether they are in or out of currently served areas.

Entity Name	Address	Business/Agency Affiliation	Contact Name	Phone Number
City of Centennial Client Since: 2002	13133 E. Arapahoe Road Centennial, CO 80112	Public Agency	Wayne Reed Director of Planning	303-734-4567
City of Northglenn Client Since: 2009	11701 Community Center Drive Northglenn, CO 80233	Public Agency	Jim Hayes Director of Planning	303-450-8741
City of Milton Client Since: 2006	103000 Deerfield Pkwy, Suite 107 Milton, GA 30004	Public Agency	Joe Lockwood Mayor	678-242-500
City of Johns Creek Client Since: 2006	12000 Findley Rd, Suite 400 Johns Creek, GA 30097	Public Agency	John Kachmar City Manager	678-512-3327

16. List all contract commitments your organization has been engaged to perform for 2010/2011. Give organization name, name of contract and value of contract.

State	Organization	Contract	2010/2011 Value
Colorado	City of Centennial	Full Service	$3,350,000.00
Florida	City of Bonita Springs	Full Service	$1,525,000.00
Georgia	City of John's Creek	Full Service	$1,300,000.00
Colorado	Town of Windsor	Full Service	$1,150,000.00
Georgia	City of Milton	Full Service	$800,000.00
Louisiana	City of Central	Full Service	$725,000.00
Colorado	City of Northglenn	Full Service	$410,000.00
Georgia	City of Union City	Full Service	$410,000.00
Colorado	Town of Firestone	Full Service	$350,000.00
Colorado	Town of Vail	Supplemental	$350,000.00
Colorado	Town of Timnath	Full Service	$250,000.00
Colorado	Town of Hudson	Full Service	$240,000.00
Washington	Town of Ruston	Full Service	$225,000.00
Georgia	City of Norcross	Full Service	$210,000.00
Georgia	City of Senoia	Full Service	$210,000.00
Colorado	City of Castle Pines N	Full Service	$185,000.00
Colorado	Town of Severance	Full Service	$180,000.00
Washington	City of Othello	Full Service	$175,000.00
Washington	City of Grand Coulee City	Full Service	$160,000.00
Colorado	Mesa State College	Supplemental	$152,000.00
Colorado	Town of Mead	Full Service	$140,000.00
Washington	City of Ellensburg	Supplemental	$135,000.00
Georgia	City of Chamblee	Full Service	$125,000.00
Georgia	Town of Tyrone	Full Service	$125,000.00
Washington	City of Union Gap	Supplemental	$125,000.00
Georgia	City of Hapeville	Full Service	$115,000.00
Colorado	Colorado State University	Supplemental	$110,000.00
Colorado	Town of Wellington	Full Service	$110,000.00
Colorado	Town of Eagle	Supplemental	$95,000.00
Colorado	Town of Idaho Springs	Full Service	$85,000.00
Georgia	City of Morrow	Full Service	$80,000.00
Colorado	Town of Bennett	Full Service	$75,000.00
Colorado	University of Northern CO	Supplemental	$70,000.00
Colorado	Town of Nederland	Full Service	$65,000.00
Georgia	City of Palmetto	Full Service	$65,000.00
Georgia	City of Powder Springs	Full Service	$65,000.00
Colorado	Town of Platteville	Full Service	$60,000.00
Georgia	City of Chattahoochee Hill Country	Full Service	$60,000.00
Washington	City of Benton City	Full Service	$60,000.00
Colorado	Town of Winter Park	Supplemental	$55,000.00
Georgia	Young Harris College	Supplemental	$55,000.00
Washington	City of Roslyn	Full Service	$50,000.00

17. SAMPLE DOCUMENT – A Sample Commercial and Residential Plan Review document including reporting and tracking details must be included with your submitted SOQ documents. This sample document will be reviewed as part of the evaluation process and will become the property of the City of Troy.

    Attached and Marked **Attachment 4 - Plan Review Documents** for identification.

    SAFEbuilt offers customized software that provides application data and workflow tracking for monitoring a permit's progress through the entire permit lifecycle.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Organization Representative: _____

Representative's Name: **David Thomsen, Vice President**

Organization Name: **Safe Built Michigan**

Address: **8841 Clark Road – Clarkston, MI 48346**

Phone Number: **(970) 292-2204**

Fax Number: **(970) 292-2239**

E-mail: david.thomsen@safebuilt.com

Date: **02.01.2010**

ORGANIZATION NAME: **SAFEbuilt Michigan**

BACKGROUND

SAFEbuilt knows that every public agency has a unique culture and specific requirements or preferences for their building department services. We pride ourselves on providing customized solutions for each client. The quality and training of our staff, our robust business systems, and our core commitment to our clients ensure that you receive the highest levels of service and responsiveness in the industry.

SAFEbuilt, Inc. has been providing building code consulting services since 1992. **We only work with public agencies to avoid any potential for conflict of interest.** Assessing demand and developing new partner relationships around that demand often leads to new physical locations, a key component to SAFEbuilt's growth plan. We have a proven track record of providing excellent service to all of our new clients; whether they are in or out of currently served areas.

SAFEbuilt is currently providing building department services to 90 plus jurisdictions nationally and also provides a variety of building code consulting services to 12 public agencies for a total of 100 plus clients. We currently have twenty offices within nine states in the following locations:

SAFEbuilt provides a variety of building code consulting services to over 100 public agencies nationally from 20 offices located in 9 states.

- ✓ Bonita Springs, FL
- ✓ Castle Pines North, CO
- ✓ Centennial, CO
- ✓ Central, LA
- ✓ Clarkston, MI
- ✓ Denver West, CO
- ✓ Eagle, CO
- ✓ Firestone, CO
- ✓ Johns Creek, GA
- ✓ Kent, WA
- ✓ Loveland, CO
- ✓ Milton, GA
- ✓ Norcross, GA
- ✓ Northglenn, CO
- ✓ Richland, WA
- ✓ Rockwell, TX
- ✓ Shallotte, NC
- ✓ Surprise, AZ
- ✓ Tyrone, GA
- ✓ Windsor, CO

Having worked with so many jurisdictions to transition from in-house or County operated building departments, we are uniquely qualified to manage this process for the City of Troy. Our current client list includes a number of similar size communities to Troy with similar or even higher activity levels. Over the years we have been able to establish a seamless process for these transitions and welcome the chance to discuss this process in greater detail.

QUALIFICATIONS AND STAFFING

Qualifications of Our Team

SAFEbuilt has a rigorous hiring process to find experienced and technically capable people who also fit the company's core values:

Integrity We choose to do the right thing every time.

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

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

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

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

SAFEbuilt's Core Values

Integrity

Improvement

Respect

Teamwork

Service

In general, SAFEbuilt team members have direct construction trade experience and carry the necessary state licenses and International Code Council (ICC) certifications. In addition to trade experience and ICC certification, our team will have a diversified background in providing municipal building department services. We support our staff with paid on-going training and we encourage and financially reward our team for obtaining additional ICC certifications. Superior customer service and communication skills are common traits shared by our building officials, plans examiners, inspectors and permit technicians. **In short, we hire, train, and retain the most qualified individuals in the industry.**

EMPLOYEE TESTIMONIAL

Since becoming a member of SAFEbuilt, I have been able to witness first-hand employees actually working the company's shared values. The team-work and respect I have noticed is unmatched in this day and age. This has solidified my resolve that I have made one of the best choices for my career and future.

Charlie Davis
SAFEbuilt Building Official

Employee Recruiting and Retention

SAFEbuilt is able to attract and retain the best people due to the corporate culture we have established. We are proud to support our team members with the following: a comprehensive benefit package that includes; Medical, Dental, Vision, Life and Disability insurance coverage, an industry competitive wage, profit sharing, paid time off, a flexible work environment, company paid training, and recognition for outstanding achievements. We also provide all of the tools and resources necessary for our team to provide building department services in a safe, effective and efficient manner.

SCOPE OF SERVICES

In general, we provide the full range of services required to move a building project from the pre-construction review phase all the way through issuance of the certificate of occupancy.

Service Benefits

SAFEbuilt, in general will:

- ✓ Monitor and enforce adopted building codes; including issuing stop work orders, investigating complaints concerning code violations, addressing any proceedings related to the correction of identified building code deficiencies
- ✓ Enforce adopted codes with regard to unsafe structures, existing building, fuel and energy code compliance
- ✓ Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means
- ✓ Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to historic structures
- ✓ Interpret codes to provide clarification and alternate solutions
- ✓ Participate in the development and implementation of client goals, objectives, policies and priorities
- ✓ Provide experienced staff to respond to citizen complaints and communicate effectively with citizens to minimize impact of building activities on the public and neighborhoods
- ✓ Communicate and interact on a professional level with client employees, citizens, the construction community, developers, utilities, and all other required agencies.

Administrative Services

SAFEbuilt, in general will:

- ✓ Review and recommend local amendments as they relate to the building code
- ✓ Provide first draft of ordinance for newly proposed amendments
- ✓ Provide the first draft of resolutions for newly proposed fee and valuation tables
- ✓ Attend council meetings when appropriate
- ✓ Offer our services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence
- ✓ Provide and complete all agreed upon forms, reports, letters or other correspondence as are required to maintain all building department functions
- ✓ Maintain proper legal records, record retention and document storage
- ✓ Recommend alternative solutions to code compliance issues acceptable to all parties

Plan Review Services

SAFEbuilt, in general will:

- ✓ Accept and perform plan review electronically, as well as in traditional paper format
- ✓ Review plans of all residential and nonresidential buildings to determine that they comply with applicable codes and ordinances
- ✓ Interpret legal requirements and recommend compliance procedures to contractors and owners
- ✓ Perform the following reviews: building code, accessibility, mechanical, plumbing, means of egress, structural design, and energy code compliance

- ✓ Determine if plans conform to the required strengths, stresses, strains, loads, and stability of adopted building codes, applicable local amendments, zoning, and all other pertinent laws and ordinances
- ✓ Determine type of construction, use and occupancy classification
- ✓ Add additional resources as needed to keep reviews on schedule and provide needed expertise on certain aspects of the reviews
- ✓ Address issues by comment and corrections in writing and fax or e-mail to all parties
- ✓ Review all revisions—attach final plan review document

Inspection Services

SAFEbuilt, in general will:

- ✓ Coordinate and perform all inspections requests
- ✓ Perform inspections of residential and nonresidential buildings and sites to determine that construction activity complies with approved plans and/or applicable codes and ordinances
- ✓ Perform all inspections as per adopted building codes and local amendments
- ✓ Observe safety and security procedures and immediately report potentially unsafe conditions
- ✓ Provide training for inspectors on partner municipalities codes and amendments
- ✓ Provide onsite inspection consultations to citizens and contractors
- ✓ Identify and document any areas of non-compliance and suggest alternate means when appropriate
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel
- ✓ Issue stop-work notices for non-conforming building activities
- ✓ Notify appropriate jurisdiction staff when we observe code enforcement violations

Key Performance Criteria

We use a number of performance measures to gauge the effectiveness of our systems and the efficiency of our staff. Of these metrics, the most visible to the customer are the following:

Plan Review Turn-Around Times

We are able to commit to the following not-to-exceed plan review schedule:

Plan Review Type	First Comments	Second Comments
Residential projects	5 working days or less	not applicable
Multi-family projects	10 working days or less	5 working days or less
Small commercial projects (less than $2M in valuation	10 working days or less	5 working days or less
Large commercial projects (greater than $2M in valuation)	15 to 20 working days depending upon project size and complexity	10 working days or less

On-Time Inspections

We are able to measure and track our performance against this metric. We perform all inspections within designated agreed upon time frames, never rolling over inspections.

Phasing Plan

SAFEbuilt is willing to attend transition training provided by the City of Troy prior to service start date at no extra charge to the City. This will allow SAFEbuilt personnel to become more familiar with City's permitting software, gain knowledge of processes and procedures, become skilled at preferred building department processes, become familiar with established forms and reports, and observe City protocol. This prior training will allow SAFEbuilt to be fully engaged and ready to provide quality service on day one.

Transition Team

We will assemble a Transition Team to work with you in developing the building department structure for the City of Troy. This team will work closely with staff to ensure that an effective structure is implemented – one that maximizes efficiency, minimizes the impact on permit holders and applicants during and after the transition, and meets your needs.

This team and their roles will be:

- ✓ **David Thomsen,** Vice President – David will oversee the start up of the operation and have overall project responsibility
- ✓ **Jon Walker,** Director of Operations – Jon will ensure that effective processes are established and implemented
- ✓ **Leon Genre,** Certified Building Official – Leon will be the main "technical" contact for the City of Troy
- ✓ **Cari Funk**, Business Systems Manager – Cari will attend training provided by the City of Troy on their permitting system. Cari will help facilitate training for SAFEbuilt personnel assigned to the City.

Transition Plan

SAFEbuilt has a strong track record of putting together an effective municipal building department and transitioning services. It is a process that requires the involvement of staff, elected officials, citizens, contractors, and our Transition Team.

Our Transition Team will work with the City of Troy Director of Building and staff to accomplish the following key components of the transition of services. Building department standards, service levels and expectations will be discussed and mutually agreed upon. The desired reporting structure will be defined and a transition timeline will be established. Once this has occurred then a transition timeline will be developed and implemented. We will help the City refine all of their internal processes as they relate to integration of the Building Department and those services.

Elected Officials

As directed by the City, our transition team is willing to work with and report to the City's elected officials. We would anticipate sharing the agreed upon building department standards, expectations and service levels with elected officials. We actively attend council meetings that involve any building department functions such as building code, local amendment and fee schedule adoptions.

SAFEbuilt
has a strong track record of putting together an effective municipal building department and transitioning services.

Citizens/Contractors

These two groups are a vital part of the transition process. Our Transition Team will make sure to provide many different opportunities to provide information about our company, our approach and our services. Information will be provided via printed materials, the web and also in group meetings with citizens and contractors. We will have a transition grace period in place for issues that arise due to the change in service providers, giving contractors adequate time and awareness to effect the change.

REFERENCES / CURRENT CLIENTS

Many public agencies have called on us to provide full building department services or supplement their own operations. Please feel free to contact any of our current clients or references to obtain additional information about us and our services. The following are communities where SAFEbuilt provides or has provided building department services, including building code compliance inspections, building code compliance plan review services and building department administrative services.

Our Colorado partners include:

Aspen	Granby	New Castle	Winter Park
Ault	Grover	Northglenn	Aims Community College
Bennett	Gypsum	Nunn	Aspen Public Schools
Breckenridge	Hayden	Pagosa Springs	Auraria Higher Education Center
Castle Pines North	Hudson	Pierce	Clear Creek Public Schools
Castle Rock	Idaho Springs	Pitkin County	CO Mountain College
Centennial	Johnstown	Platteville	CO State University
Chaffee County	Keenesburg	Red Cliff	JeffCo Public Schools
Craig	Kersey	Rifle	Lamar Community College
Cripple Creek	Lake County	Rio Blanco County	Mesa State College
Eagle	Loveland	Severance	Moffat County School District
Elizabeth	Lyons	Silverthorne	Northglenn Urban Renewal
Federal Heights	Mead	Timnath	St. Vrain School District
Firestone	Meeker	Vail	University of Northern CO
Garfield County	Morrison	Wellington	Weld County School District
Gilcrest	Nederland	Windsor	

Our Arizona partners include

Quartzsite
Maricopa Community College

Our Florida partners include:

Bonita Springs

Our Georgia partners include:

Chamblee	Lake City	Palmetto	Union City
Chattahoochee	Lithonia	Powder Springs	Young Harris College
Forest Park	Milton	Riverdale	West Point - KIA
Hapeville	Morrow	Senoia	
Johns Creek	Mountain Park	Stone Mountain	
Jonesboro	Norcross	Tyrone	

Our Louisiana partners include:

Central

Our North Carolina partners include:

Caswell Beach

Our Washington partners include:

Benton City	Ephrata	Mesa	Ruston
Coulee City	George	Othello	Soap Lake
Coulee Dam	Grand Coulee	Port Orchard	South Cle Elum
Electric City	Grandview	Prescott	Union Gap
Ellensburg	Granger	Quincy	Walla Walla
Elmer City	Mansfield	Roslyn	Warden
Energy North West	Mattawa	Royal City	

SECTION 5: INSURANCE AND INDEMNIFICATION REQUIREMENTS
Building Department Services

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE**. The required Insurance Certificate must be submitted to Mr. Stephen Cooperrider, within 5 days of the verbal/ electronic request before the final contract is submitted for review; and pending approval of the City Manager and the Troy City Council. The Insurance Certificate may be faxed to the City Offices at (248) 526-5129, and is the only SOQ document accepted in this format. ***In addition, SOQ documents must include a letter or certificate of insurance from the proposers insurance agent or carrier that the insurance to be supplied will meet specifications. See paragraph titled IMPORTANT below.***

(X) We can meet the specified insurance requirements.

( ) We cannot meet the specified insurance requirements.

( ) We do not carry the specified limits but can obtain the additional insurance coverage of $ _____ at the cost of $ _____. NOTE: Please note the amendments on a sample insurance certificate and attach it to your SOQ.

( ) Our negotiated price will be reduced by $ _____ if we lower the requirements to $ _____. NOTE: Please note the amendments on a sample insurance certificate and attach it to your SOQ.

NOTE: Failure on the part of any organization to contact his/her insurance carrier to verify that the insurance carried by the organization meets City of Troy specifications may result in this SOQ being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the City of Troy.

IMPORTANT: An organization **must** submit with their SOQ documents on the designated opening date and time a letter or certificate of insurance from their insurance agent or carrier that the insurance to be supplied will meet specifications. An organization will be considered non-qualified if an acceptable letter or certificate is not received with the SOQ documents.

INSURANCE VERIFICATION:
An organization shall complete the above portion that details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to SOQ submission.

Final Insurance Certificate Submission:
During the contract negotiation phase, the City of Troy will provide verbal / electronic notification to submit the final insurance certificate within 5 days in accordance with specifications. If the selected organization cannot provide the specified insurance, the company will be disqualified, and the City reserves the right to start negotiations with the next highest rated organization.

David Thomsen being duly authorized to execute contracts for **Safe Built Michigan**
(Print Full Name) (Organization Name)
hereby acknowledges that once accepted by the Risk Manager, the specified insurance certificate(s) for SOQ-COT 09-49, Building Department Services, shall remain in full force and effect during the life of the contract.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

ORGANIZATION NAME: **SAFEbuilt Michigan**

CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

Safe Built Michigan agrees to defend, pay on
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

Building Department Services
Contract / Agreement

02.01.2010
Contractor/Organization representative signature/date

02.01.2010
Witness

City of Troy representative signature/date

Witness

SECTION 6: TERMS AND CONDITIONS

1 **Signature:** Each authorized representative of the organization must sign the SOQ with their usual signature and shall give their full business address. SOQ documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. SOQ documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. SOQ documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

2 **Retain SOQ Documents:** The City reserves the right to retain all SOQ documents submitted and to use any ideas in the SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the Contractor of the conditions contained in the SOQ, unless clearly and specifically noted in the SOQ submitted and confirmed in the Agreement between the City of Troy and the contractor(s) selected.

3 **Laws:** All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the Award throughout and incorporated here by reference. The Agreement and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Troy and the laws of the State of Michigan.

4 **Agreement:** The selected organization(s) will be expected to sign an agreement for services acceptable to the Troy City Attorney. The City reserves the right to negotiate optional scope of work items with the successful Contractor(s).

5 **Address on File**: SOQ documents are available through the MITN e-procurement website that can be accessed at www.mitn.info. The only other method to obtain documents is directly from the City of Troy Purchasing Department located at 500 W. Big Beaver Rd., Troy, MI 48084. A business card or contact information must be left with the Purchasing Department as a record that the organization has received a State of Qualifications document. It is the organization's responsibility to obtain any additional documents issued for this SOQ process.

6 **Changes in the SOQ:** Should any prospective respondent be in doubt as to the meaning or interpretation of any portion of this SOQ, or should the respondent find any ambiguity, inconsistency or omission therein, the respondent may make a written request for an official interpretation or correction. Such requests, as well as requests for additional information, shall be submitted to the Purchasing Department [Fax (248) 619-7608 or located at 500 W. Big Beaver Rd.] not less than seven (7) days prior to the final date of submittal of the Statement of Qualification documents. If the information requested is available, the correction or interpretation will be posted on the MITN e-procurement website.

7 **Award:** The evaluation and award of this Statement of Qualifications shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the SOQ, professional competence, references that includes evidence of similar services with comparable municipalities, the ability to negotiate a final contract, and the correlation of the SOQ submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

ORGANIZATION NAME: **SAFEbuilt Michigan**

SECTION 6: TERMS AND CONDITIONS – continued

Award: (continued)

The City of Troy reserves the right to select the most qualified organization(s) using a Qualifications Based Selection (QBS) process, or in whatever manner is deemed to be in the City's best interest; to negotiate a final contract with the most effective total package which matches the City's needs; to reject a SOQ which contains major deviations from specifications; to accept a SOQ which has only minor deviations from specifications; to proceed in whatever manner is in the City's best interest.

8. **Warranty of Usage:** Any quantities listed in this SOQ are estimated or projected and are provided for tabulation and informational purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the contractor will furnish the City's needs as they arise.

9. **Use of Current Employees:** The City reserves the right to reject any part or all of any SOQ/RFP's received and allow current employees to compete for the work described in these Statement of Qualifications and RFP processes, if such action is in the City's best interest.

10. **Qualification/Inspection/Interviews:** Submissions will only be considered from organizations normally engaged in providing the types of services specified herein. The City reserves the right to inspect the organizations facilities, personnel, and business at any time, or to take any other action necessary to determine the contractor's ability to perform. The City reserves the right to reject SOQs where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any number of responding contractors and/or to eliminate any process if deemed to be in the City's best interest.

11. **Other Governmental Entities:** If an organization is awarded a contract as a result of this SOQ, the organization will, if they have sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of this SOQ/RFP.

12. **Forms:** Organizations should complete the legal status of bidder, Non-Collusion and Indemnification (Hold Harmless) Clause forms and return them with your SOQ documents. A contract Agreement will be completed after award.

13. **Terms and Conditions:** All terms and conditions in the prime contract are incorporated in any subcontracts.

ORGANIZATION NAME: **SAFEbuilt Michigan**

SECTION 6: TERMS AND CONDITIONS – continued
SIGNATURE PAGE

CONTRACT:

The contract(s) will remain organization until contract expiration.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

ORGANIZATION Safe Built Michigan

ADDRESS 8841 Clark Road CITY Clarkston STATE MI ZIP 48346

PHONE (970) 292-2204 FAX (970) 292-2239

ORGANIZATION'S REPRESENTATIVE NAME David Thomsen, Vice President
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

E-MAIL: david.thomsen@safebuilt.com

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City's specifications and this SOQ must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this SOQ process.

ACKNOWLEDGEMENT: I, David Thomsen, certify that I have read the ***Instructions to Organizations*** (3 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NOTE:

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

CURRENCY:

Contract prices will be in U. S. Funds.

Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of Michigan for David Thomsen whom , bearing the office title of Vice President , whose signature is affixed to this proposal, is duly authorized to execute contracts.

~~A **partnership**, all members of which, with addresses, is:~~

~~AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

~~**Other Organizations** identify name, type and principal agents authorized to execute contracts.~~

CITY OF TROY
OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

David Thomsen, being duly sworn deposed, says that he
(Print Full Name)

is Vice President. The party making the foregoing proposal or bid,
(State Official Capacity in Organization)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 1st day of February, 2010 in and for Larimer County.

My commission expires: Dec. 11, 2012

TRISHA S. KOELTZOW
NOTARY PUBLIC
COLORADO

ATTACHMENT 2 – CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID JB
SAFEB-1

DATE (MM/DD/YYYY)
01/19/10

PRODUCER

LRN Insurance Agcy-Johnstown
4848 Thompson Pkwy, Ste 200
Johnstown CO 80534
Phone: 970-635-9400 Fax: 970-635-9401

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAFEbuilt Michigan, Inc
David Thompson
3755 Precision Dr Ste 140
Loveland CO 80538

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Companies	
INSURER B: CNA Insurance Companies	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY: X COMMERCIAL GENERAL LIABILITY; CLAIMS MADE / X OCCUR	6300534L383	04/30/09	04/30/10	EACH OCCURRENCE $ 1,000,000; DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000; MED EXP (Any one person) $ 5,000
B		X Prof. Liab	MCH114119575	04/30/09	04/30/10	GENERAL AGGREGATE $ 1,000,000; PRODUCTS - COMP/OP AGG $ 2,000,000; PERSONAL & ADV INJURY $ 2,000,000
A		AUTOMOBILE LIABILITY: X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS	8100534L383	04/30/09	04/30/10	COMBINED SINGLE LIMIT (Ea accident) $; BODILY INJURY (Per person) $; BODILY INJURY (Per accident) $ 1,000,000; PROPERTY DAMAGE (Per accident) $
		UMBRELLA LIABILITY: OCCUR; CLAIMS MADE	N/A			EACH OCCURRENCE $; AGGREGATE $; RETENTION $
A		EXCESS LIABILITY: X OCCUR; CLAIMS MADE; DEDUCTIBLE; X RETENTION $ 10,000	CUP0534L383	04/30/09	04/30/10	EACH OCCURRENCE $ 1,000,000; AGGREGATE $; $; $; $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: Y / N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under SPECIAL PROVISIONS below	N/A			WC STATUTORY LIMITS; OTH-ER; E.L. EACH ACCIDENT $; E.L. DISEASE - EA EMPLOYEE $; E.L. DISEASE - POLICY LIMIT $
		OTHER: N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

If required by written contract or written agreement, the City of Troy, including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees & volunteers are included as Additional Insured for ongoing operations under General Liability.

CERTIFICATE HOLDER

TROYM-1

City of Troy
500 West Big Beaver Road
Troy MI 48084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

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Leon Genre

TITLE

Certified Building Official

EXPERIENCE/YEARS

Building Official
SAFEbuilt Michigan — 2009 to Present

Building Official
Code Enforcement Services – Clarkston, MI — 2007 to 2009

Director of Building, Planning, & Zoning
Springfield Township – Springfield, MI — 2004 to 2007

DEGREES/CERTIFICATIONS/LICENSES

State of Michigan
- Registered Building Official
- Building Inspector & Plan Reviewer #2412

International Code Council
- Certified Building Official
- Building Plans Examiner
- Commercial Building Inspector
- Residential Building Inspector

HIGHLIGHTS

Recticel Manufacturing and North American Head Quarters. Independence Township, MI
120,000 square feet, Group F-2/B occupancy,
Type II-B construction

Clarkston Medical Building, Clarkston, MI
300,000 square feet, Group B occupancy,
Type II-B construction

Hidden Lakes Apartments, Independence Township, MI
480,000 square feet, 416 units, 24 buildings, Group R-2 occupancy,
Type V-B construction

Coral Plaza Cinemas, Cape Coral, MI
20,000 square feet, 8 screen multi-plex theaters, Group A occupancy,
Type III-B construction

Miro-Cancer Particle Accelerator, Clarkston, MI
1,400 square feet, Group B occupancy,
Type II-A construction

Merle West

TITLE

Plans Examiner/Inspector

EXPERIENCE/YEARS

Plan Examiner/Inspector
Independence Township, MI — 2002 to Present

Plans Examiner/Inspector
Inspector, Holly Township, MI
Plans Examiner/Inspector, Buena Vista, MI — 2005 to Present

Plans Examiner/Inspector
Inspector, Arbela Township, MI
Plans Examiner/Inspector, Shiawassee County, MI — 2001 to Present

DEGREES/CERTIFICATIONS/LICENSES

State of Michigan

- Master Plumbing License #81-09426
- Plumbing Inspector/Plan Reviewer #P004108
- Mechanical License #71-12356
- Mechanical Inspector/Plan Reviewer #P004108
- Cross Connection Control #90-190
- Boiler License #315072 1B

Other Licenses

- American Medical Gas Institute Licensed Installer
- UA Local #370 Qualified Pipe Welder
- A.S.S.E Certified Proctor
- N.I.T.C Certified Proctor

HIGHLIGHTS

Residential Work Experience:
Plumbing, heating and air conditioning systems

Commercial Work Experience:
Plumbing, heating, and mechanical systems including:
Restaurants, grocery stores, malls, hotels, theaters, retail outlets, hospitals, universities, and churches

Light Industrial Work Experience:
Plumbing, heating, and mechanical systems including:
Process piping, chemical piping, pneumatics, compressed air, hydraulic systems, air quality systems, fire suppression, steam systems, and air conditioning

Heavy Industrial Work Experience:
Plumbing, heating, and mechanical systems including:
Product systems lines, process piping, steam systems, caviar lines, air quality, humidification, fire suppression, robots, and pneumatic systems

Merle West – State of Michigan Licenses:

JENNIFER GRANHOLM
GOVERNOR

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORY MECHANICAL INSPECTOR
PLUMBING INSPECTOR
PLAN REVIEWER

MERLE E WEST, II
9246 LEWIS RD
VASSAR MI 48768

BCC-149 (Rev. 9/06)

REGISTRATION NO. 004108

EXPIRATION DATE 09/16/12

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORIES
MECHANICAL INSPECTOR
PLUMBING INSPECTOR
PLAN REVIEWER

MERLE E WEST, II
9246 LEWIS RD
VASSAR MI 48768

REGISTRATION NO. 004108

EXPIRATION DATE 09/16/12

Ronald Shelton

TITLE

Electrical Inspector

EXPERIENCE/YEARS

Electrical Inspector

Independence Township, MI — 1987 to Present

Electrical Inspector

Springfield Township, MI — 2006 to Present

Electrical Inspector

City of Rochester, MI — 1986 to 1988

DEGREES/CERTIFICATIONS/LICENSES

State of Michigan

- Registered Code Official #P000466
- Registered Inspector #P000466
- Master Electrician #6209959
- Electrical Contractor #6108145

Ronald Shelton – State of Michigan Licenses:

MICHIGAN DEPARTMENT OF ENERGY, LABOR & E
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORIES
ELECTRICAL INSPECTOR
PLAN REVIEWER

RON ALD SHELTON
2680 ROVELAND RD
ORT INVILLE MI 48462

REG STRATION NO. — EXPIRATION DATE
P00466 — 09/16/12

MIC IGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

ELECTRICAL CONTRACTOR LICENSE
ISSUE BY THE ELECTRICAL ADMINISTRATIVE BOARD

CONT ACTOR OF RECORD - RONALD G SHELTON
MAST ER - SHELTON, RONALD G

SHEL ON, RONALD G
2680 ROVELAND RD
ORTO IVILLE, MI 48462

LIC NSE NO. — EXPIRATION DATE
61 8145 — 12/31/2012

MI IIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

MASTER ELECTRICIAN LICENSE
ISSU D BY THE ELECTRICAL ADMINISTRATIVE BOARD

EMPI OYER - RONALD G SHELTON

SHEL ON, RONALD G
2680 ROVELAND RD
ORTO NVILLE, MI 48462

LIC NSE NO. — EXPIRATION DATE
6 09959 — 12/31/2010

Philip Gentile

TITLE

Plans Examiner/Inspector

EXPERIENCE/YEARS

Chief Building Inspector/Plans Examiner
West Bloomfield Township, MI — 1984 to 2009

Chief Building Inspector/Plans Examiner
Southfield, MI — 1984 to 1988

Deputy Code Enforcement Director
Clarkston, MI — 1983 to 1984

DEGREES/CERTIFICATIONS/LICENSES

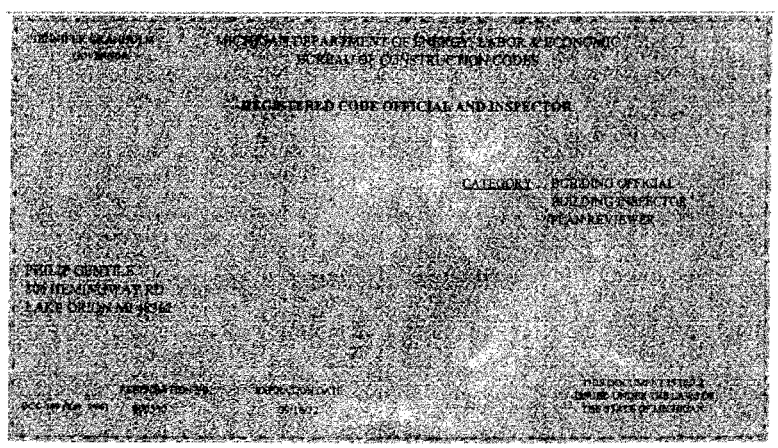
State of Michigan

- Registered Building Official
- Building Inspector/Plan Reviewer #503
- Licensed Builder #2101061635

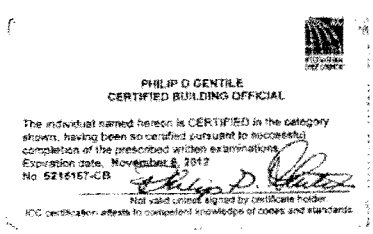
International Code Council

- Certified Building Official

Philip Gentile – State of Michigan Licenses:



Philip Gentile – International Code Council Certification:



Eric Pendley

TITLE

Certified Building Official

EXPERIENCE/YEARS

Certified Building Official
SAFEbuilt Colorado — 2007 to Present

Commercial Plan Review/Manager
Independence Township, Clarkston, MI — 2004 to 2006

Chief Building Inspector
Independence Township, Clarkston, MI — 2001 to 2004

DEGREES/CERTIFICATIONS/LICENSES

International Code Council

- Certified Building Official
- Commercial & Residential Plans Examiner
- Commercial & Residential Building Inspector
- Commercial Plumbing Inspector
- Commercial Mechanical Inspector

HIGHLIGHTS

Colorado State University – Fort Collins, CO
Plan review and inspection services for projects under the State of CO Buildings Program
Projects include a variety of occupancies and construction types

Mesa State College – Grand Junction, CO
Plan review and inspection services for projects under the State of CO Buildings Program
Projects include a variety of occupancies and construction types

Rockwell Hall – Fort Collins, CO
51,806 square foot, 2 stories plus basement, Mixed-Use Occupancy; Assembly/Business
Type II-B construction

Academic Village—Fort Collins, CO
61,057 square foot, 5 stories plus basement, Mixed-Use Occupancy; R2/Assembly/Business,
Type II-B construction

LGI Industries—Independence Township, MI
140,000 square foot, 1-story, Group B, S-2, F-1 occupancy
Type II-B construction

American House Senior Living—Independence Township, MI
90,000 square foot, 3 stories, Group R-2, A-4, B occupancy
Type II-B construction

Derek Place

TITLE

Building Inspector

EXPERIENCE/YEARS

Building Inspector
SAFEbuilt Colorado — 2007 to Present

Building Inspector/Department Coordinator
West Bloomfield Township, MI — 2007 to 2007

Building Inspector/Ordinance Enforcement Officer
Carlisle/Wortman Associates, Incorporated, MI — 2006 to 2007

Founder & President
The Inspection Place Incorporated, MI — 1993 to 2007
Building Inspector/ Plans Reviewer — 1996 to 2006
Springfield Township, MI
Building Inspector/ Plans Reviewer — 1983 to 1993
Independence Township, MI

DEGREES/CERTIFICATIONS/LICENSES

International Code Council

- Commercial Building Inspector
- Commercial Plumbing Inspector
- Commercial Mechanical Inspector

HIGHLIGHTS

Henry Ford Health Care Services
West Bloomfield, Michigan
872,306 sq ft. 4 stories addition
I-2/B use group – 1B/2B construction type

Mountain View – Vail, CO
New 24 unit multi-family project, Group R-2,
Type II-B construction

Ritz Carlton – Vail, CO
New 9 story multi-family, Group B/A's/R-2
Type I-A construction

4 Season's – Vail, CO
New 10 story multi-family/hotel, Group B/R-1/R-2/A's
Type I-B construction

Residential Plan Review Document

SAFEbuilt inc. MICHIGAN

SAFEbuilt Michigan **PLAN REVIEW COMMENTS**

TO:	Contractor PT Flood Construction	Architect Moon Hill Design	Engineer Studer Engineering
FAX #:	970-879-4837	970-871-9993	970-879-3680

NUMBER OF PAGES:	3
FROM:	Charlie Davis
DATE:	5/29/08
BUILDING PERMIT #:	08HAY-00015
OWNERS NAME:	Pagoda Peak LLC
SITE ADDRESS:	107 Shady Lane
SUBDIVISION:	The Meadow
OCCUPANCY GROUP:	R3/U Single Family Residence
TYPE OF CONSTRUCTION:	V B
NUMBER OF STORIES:	2

The design documents submitted for this project have been reviewed for compliance with the locally adopted codes and amendments. The **following comments must be addressed before a building permit is issued.**

For processing:
Please submit **(2) complete sets of revised construction documents** containing the requested information or plan revisions with ***all revisions clouded or otherwise identified.***

Please respond in writing to each comment by marking the attached list or creating a response letter. Indicate which plan sheet, detail, specification, or calculation shows the requested information. Please send revisions to the attention of the plans examiner with the building permit application number noted.

Responses such as "will comply with code" are not adequate. Revised drawings must clearly show code compliance.

A RESPONSE LETTER MUST BE INCLUDED WITH THE REVISED PLAN SUBMITTAL.

Please be sure to include on the resubmitted documents, the engineer's or architect's "wet" stamp, signature, registration number and date on the cover page of any structural calculations, all structural details and structural sheets of the plans. For commercial or multi-family projects all sheets of the plans must be stamped.

BUILDING DEPARTMENT COMMENTS:

1) Sheet A1.0 Site Plan The site plan shows a proposed detached garage to be located 0' from the south property line. This exterior wall shall be constructed of 1-hour fire resistive construction and have no openings located within it. 2003 IRC Section R302.1. Is this also part of the re-plat condition noted by the planning department? If so, provide a clarification/re-plat showing the final location of the property line being located more than 3' from the detached garage or relocate the garage.

2) Sheet A1.0 Energy Conservation The general notes on this sheet do not show prescriptive compliance to the 2006 International Conservation Code (IECC) Table 402.1.1 The Town of Hayden is located within zone 7 and the Town has adopted the 2006 IECC. One of three options is required:

-Provide prescriptive components per Table 402.1.1

-Provide a ResCheck Compliance Sheet for this project. (Trade-Off) ResCheck software can be accessed at www.energycodes.gov and is provided as a free service.

-Provide a Certified Home Energy Rating Form by a professional energy service rater at the time of Final Inspection and Certificate of Occupancy

3) Sheet A2.0 Enclosed under stair storage is required to be protected with ½" wall board. 2003 IRC Section 311.2

4) Sheet A2.1 Bathroom ventilation is required for bathrooms. It is not clear if the windows provided are operable and mechanical ventilation/fans not shown. 2003 IRC 303.3

5) Sheet A2.0/A2.1 Illumination is required at all stairs. Not Shown 2003 IRC Section 303.6

6) Sheet A2.1 Emergency escape and rescue openings from bedrooms 2 and 3 is required. 2003 IRC Section R310.1 Provide a window schedule that clarifies this item.

7) Sheet A2.0/A2.1 Safety glazing may be required in the window located in the stairway. Not enough is shown on plan to confirm compliance. 2003 IRC Section R308, # 10 & 11.

8) Sheet A2.0/A2.1 Smoke alarms are not shown and are required. 2003 IRC Section R313.1. Smoke alarms are required on every level, access to bedrooms and within each bedroom. Each smoke alarm shall be inter-connected, provided with line voltage and a battery back-up.

9) General Comment Any foam plastic materials that may be used shall be protected with a thermal barrier. 2003 IRC Section 314.1.2

10) Sheet A3.0 It appears that a ridge vent is proposed for attic ventilation. Provide a detail for clarification 2003 IRC Section R806.1

11) Sheet A2.0/A2.1 At stairs and exterior balcony a guard is required to protect the occupant of a fall greater than 30". Provide a detail to confirm compliance. 2003 IRC Section R312.

12) Sheet A2.0/A2.1 Handrails are required at stairs. Provide a detail to confirm compliance to height, continuity and grip size. 2003 IRC Section R311.5.6

13) Mechanical Information Please provide heat loss calculations to confirm compliance to 2003 IRC Section R303.8 and M1401.3.

14) Sheet A2.0 A dryer is proposed and dryer exhaust duct must be run to building exterior.2003 IRC Section M1501

15) Sheet A2.1 Mechanical equipment is proposed to be located within the garage. A vehicle barrier is required if the equipment is located less than 6' above the floor surface. This equipment must also be a located more than 18" from the floor surface to an ignition source. 2003 IRC G2408.2, G2408.3 & M1307.3

16) Sheet A2.1 How is combustion air being provided to the gas-fired-mechanical equipment? Provide detail and manufacturer installation instructions. 2003 IRC Sections G2497.1 & G2408.1

17) Sheet A2.1/A4.0 Vent terminations of gas-fired-mechanical equipment not shown. 2003 IRC Section 2427.1

18) A floor drain is proposed within the garage. The floor drain cannot connect to sanitary sewer unless it waste passes through a sand and oil interceptor. 2003 IPC Section 1003.1 This floor drain is permitted to drain to daylight.

19) A concrete encased electrode for grounding is required. This is commonly referred to a "Ufer" Ground 2003 IRC Section E3508.1.2 and 2005 NEC Article 250.52

If an electronic version of this comments letter is required, please provide an email address.

Please refer to the cover sheet for information and instructions for resubmitting plans. In order to avoid delays please check all requested information is included with the resubmitted plans.

Plan Review Comments Contact Person:

Charlie Davis
Chief Building Official
SAFEbuilt/Hayden Office
Phone: 970-276-9197
Fax: 970-276-9198
Cell: 970-291-1269
charlie.davis@safebuilt.com

Commercial Plan Review Document

SAFEbuilt inc.
COLORADO

SAFEBUILT COLORADO **PLAN REVIEW COMMENTS**

TO:	Contractor	Architect Lee Architects / Interior Designers Attn : James Morgan	Engineer Martin/Martin

EMAIL:	**jmorgan@leearchitects.com**
FAX #:	303.989.4511
JURISDICTION:	Northglenn Colorado
NUMBER OF PAGES:	3
FROM:	Barry Kramer
DATE:	January 23, 2008
BUILDING PERMIT #:	
OWNERS NAME:	Immaculate Heart of Mary / Catholic Church
SITE ADDRESS:	11385 Grant Drive
SUBDIVISION:	n/a
OCCUPANCY GROUP:	A-3, B
TYPE OF CONSTRUCTION:	V-B All
NUMBER OF STORIES:	Firewalls separate structure into 3 buildings. Building 1 & 3 single story, building 2 two stories.
SPRINKLER SYSTEM	Building 1 & 2 (N) Building 3 (Y)

The design documents submitted for this project have been reviewed for compliance with the locally adopted codes and amendments. The **following comments must be addressed before a building permit is issued.**

For processing:

- Please submit **(5) complete sets of revised construction documents** containing the requested information or plan revisions with ***all revisions clouded or otherwise identified.***

- **Please respond in writing to each comment by marking the attached list or creating a response letter.** Indicate which plan sheet, detail, specification, or calculation shows the requested information. Please send revisions to the attention of the plans examiner with the building permit application number noted to the City of Northglenn

A RESPONSE LETTER MUST BE INCLUDED WITH THE REVISED PLAN SUBMITTAL.

- Please be sure to include on the resubmittal the engineer's or architect's "wet" stamp, signature, registration number and date on the cover page of any structural calculations, all structural details and structural sheets of the plans. For commercial or multi-family projects all sheets of the plans must be stamped.

BUILDING DEPARTMENT COMMENTS:

Architectural Comments:

1. Specify exactly which walls are being used to calculate area increases for each building.

2. Provide Project Manual referenced on sheet A-O

3. Revise code data sheet A001 (Total for the entire complex building 1, 2 & 3) IE: number of floors 1. Building 2 has 2 stories.

4. Revise code analysis for Building 1. Area increase based on 1982 UBC for building 1 incorrect. In order to receive a 100% increase for yards the building would need a minimum of 60 feet of open space on three sides. This is not the case 60-20=40 40x2.5=100%. Also the area increase analysis based on the 2003 IBC is incorrect. .25 was not subtracted from the actual perimeter VS open perimeter.

5. Revise area calculation for building two (2). Minimum open space used in calculation was 30 feet. The Building does not have a minimum of 30 feet of open space for 262 lineal feet of wall.

6. Building two will not qualify for non-separated uses based on section 302.3.2. The building has an A-3 occupancy which is the controlling occupancy for this building. Because the building has a second story and based on the type of construction limiting the stories to 1 for an A-3 occupancy without increases the building cannot utilize non-separated occupancies. Provide details showing how building two will comply with section 302.3.1 and table 302.3.2.

7. Code data sheet A-0 references the IEBC. This is not an adopted code by the City of Northglenn. Also the data references Level 2&3 additions. The IEBC does not differentiate additions by level only alterations are determined by level. Remove these references and utilization of this code from the analysis and design.

8. Since building 1 will be utilized as part of the exit access from new corridor 140 provide information on the existing exiting system from building 1, IE: Components of exiting system used, rated corridors if any, door hardware at exits. Confirm that doors from lobby and corridors are operable from the inside without the use of a key and have panic hardware.

9. Revise drawings and provide details showing the fire rating of corridor 140 per section 1016 IBC and table 1016.1. Revise all effected trades IE: mech, elec, plbg if changes are required.

10. Revise plans to eliminate the dead end corridor that was created in building 1 by the addition of the assistant pastors' room 145. The corridor cannot pass through the work area 148 then mail room 146 to eliminate the dead end as this will not comply with 1013.2 for egress through intervening spaces as these rooms are not accessory to the corridor.

11. Provide details of existing 2 hr firewall defined as "2 hour construction standards". Detail shall show termination at the head of wall per section 705.6 IBC, cross section of wall construction which meets a tested assembly or equivalent, connection of new 2 hour wall to existing firewall.

12. Revise note 10 sheet A 202 and all other references on other sheets to comply with section 1004.3.

13. Add 1 additional drinking fountain. One fountain shall comply with ANSI 117.1 1998 for accessibility

14. Recess drinking fountains so that no portion 27-80" AFF protrudes more than 4" into circulation path. ANSI 117.1 sec 307

15. Provide Com checks based on the 2003 IECC for the envelope and an electrical compliance sheet and checklist.

16. Add exit lights to identify exits from classroom 124/125.

Mechanical/Plumbing Comments:

17. Provide areas and drain size calculations for roof drains.

18. Provide elevation detail showing separation of intake louver from mechanical room 133 and its proximity to exhaust of F-3 per 401.5.1 IMC.

19. Specify amount of outside air in CFM being provided by each furnace and each RTU.

20. Identify on roof framing sheet S-2.6 the roof access opening as shown on sheet A 206

21. Indicate if RTU 1 and 2 will be within 10 feet of a drop greater than 30 inches. If so provide guards complying with section 1012 and 1012.5 IBC

22. Provide detail for under floor duct work showing positive slope to a cleanout. 603.8 IMC

23. Cumulative CFM at diffusers exceeds CFM of individual appliance that serves each branch. Revise to be equal or less than appliance max CFM for balancing.

Plan Review Comments

ICC Plans Examiner # 91158
SAFEbuilt inc, Colorado
Barry Kramer
11409 Business Park Circle
Firestone, CO 80504
303-774-1388 X 103
barry.kramer@safebuilt.com

SAFEbuilt Michigan

Proposal for Building Department Services

for the City of Troy

RFP-COT 09-49
Building Department Services

SAFEbuilt

Building Department Services since 1992
www.SAFEbuilt.com

Submitted: 18 March 2010
Prepared By: Scott Martin, Business Development Manager
Desk: 970-292-2206 Cell: 970-227-9267
Email: smartin@safebuilt.com

Additional Contact Information:

Mike McCurdie,	David Thomsen	Karen Mack
President	Vice President	Controller
Desk: 970-292-2206	Desk: 970-292-2204	Desk: 970-292-2209
Cell: 970-566-4676	Cell: 970-566-2495	Cell: 970-567-0653

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Detailed Proposal – Building Department Services
Terms and Conditions

TERMS AND CONDITIONS

1. **Signature:** Each authorized representative of the organization must sign the detailed proposal with their usual signature and shall give their full business address. Detailed Proposal documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Detailed Proposal documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. Detailed Proposal documents submitted by government agencies must be signed by the principal authorized to bind it in the matter.

2. **Retain Proposal Documents:** The City reserves the right to retain all Detailed Proposal documents submitted and to use any ideas in the Detailed Proposal regardless of whether that Detailed Proposal is selected. Submission of a Detailed Proposal indicates acceptance by the organization of the conditions contained in the Detailed Proposal, unless clearly and specifically noted in the Detailed Proposal submitted and confirmed in the Agreement between the City of Troy and the organization(s) selected.

3. **Sub-Contractors:** No portion of the Detailed Proposal may be sub-contracted without the prior written approval of the City.

4. **Changes In The Detailed Proposal:** Should any prospective respondent be in doubt as to the meaning or interpretation of any portion of this Detailed Proposal, or should the respondent find any ambiguity, inconsistency or omission therein, the respondent may make a written request for an official interpretation or correction. Such requests, as well as requests for additional information, shall be submitted to the Purchasing Department [Fax (248) 619-7608 or located at 500 W. Big Beaver Rd.] not less than five (5) days prior to the final date of submittal of the Detailed Proposal documents.

5. **Award:** The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the statement of qualifications, interview, detailed proposals and the correlation of the information submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

The City of Troy reserves the right to select the most qualified organization(s) using a Qualifications Based Selection (QBS) process, or in whatever manner is deemed to be in the City's best interest; to negotiate a final contract with the most effective total package which matches the City's needs; to reject a Detailed Proposal which contains major deviations from specifications; to accept a Detailed Proposal which has only minor deviations from specifications; to proceed in whatever manner is in the City's best interest.

6. **Use of Current Employees**: The City reserves the right to reject any part or all of any SOQ/RFP's received and allow current employees to compete for the work described in this RFP process, if such action is in the City's best interest.

7. **Downpayments or Prepayments:** Any Detailed Proposal document submitted which requires a down payment or prepayment for services to be provided prior to acceptance that the services are acceptable to the operations of the City of Troy will not be considered for award. The designated City representative will make payment approval of all items upon acceptance.

ORGANIZATION NAME: **SAFEbuilt Michigan**

TERMS AND CONDITIONS - continued

8. **Contract Termination:** The City of Troy reserves the right to terminate the contract without penalty upon 7 days written notice due to poor performance or for any reason deemed to be in its best interest. The City of Troy's designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract in whatever manner is deemed to be its best interest.

9. **Termination for Convenience:** The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30-days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are canceled.

10. **Invoicing and Payment:** The City of Troy reserves the right to select the invoicing option deemed to be in its best interest at the time of implementation of the contract. No additional costs will be incurred for the invoicing option selected. Detailed billing will be required which minimally includes service(s) provided, a detailed breakdown of deliverables and additional allowable expenses.

Termination of service will be unacceptable for non-payment of a bill without the awarded organization contacting the designated City representative to resolve the problem. The City will have 45 days to resolve the billing problem from written notice of the termination of service.

11. **Purchase Order:** After the Troy City Council has approved the award(s), a Notice of Award letter will be sent to the successful organization(s). The purchase order issued from the City of Troy with the signed Agreement will create a bilateral contract between the parties and commit the successful organization to perform the contract in accordance with contract provisions including, but not limited to, rate schedules, specifications, terms, and conditions.

12. **SOQ:** All other provisions included in the original Statement of Qualifications (SOQ-COT 09-49) that are not specifically noted in this detailed proposal shall be considered and included as if stated herein.

TERMS AND CONDITIONS - continued

SIGNATURE PAGE

Rates quoted shall remain firm for sixty (60) days or proposal award, whichever comes first, except the successful organization(s) whose rates shall remain firm from July 1, 2010 or date of award whichever is later and continue through June 30, 2013, with an option to renew the contract for two (2) additional years under the same terms and conditions based upon mutual consent of both parties within ninety (90) days of contract termination. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful organizations interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

ORGANIZATION Safe Built Michigan
ADDRESS 8841 Clark Road CITY Clarkston STATE MI ZIP 48346
PHONE (970) 292-2204 FAX (970) 292-2239

REPRESENTATIVE NAME David Thomsen, Vice President
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PAYMENT TERMS Net 30 days E-MAIL: david.thomsen@safebuilt.com

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City's specifications and this Detailed Proposal must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this Detailed Proposal offer.

N/A

ACKNOWLEDGEMENT: I, David Thomsen , certify that I have read the ***Instructions to Organizations*** (2 Pages) and that the Detailed Proposal documents contained herein were obtained directly from the City's Purchasing Department and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NOTE:

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

CURRENCY:

Contract prices will be in stated U. S. Funds.

Detailed Proposal – Building Department Services Proposal

BUILDING DEPARTMENT SERVICES PROPOSAL

PROPOSAL A: Fees as a Percentage of Permit Fee Schedule

For inspection and/or plan review work in which the City collects fees, the Contractor will charge the City a percentage of the fees collected as state below. Percentage fees shall include labor, equipment, materials, and travel necessary to perform the tasks. No additional fees for fuel and vehicle maintenance shall be provided. Percentages quoted shall be based upon the current City of Troy fee schedule as provided as part of the Statement of Qualifications package.

INSPECTIONS	**PERCENTAGE OF FEE**
BUILDING:	75%
PLUMBING	75%
ELECTRICAL	75%
HVAC / REFRIGERATION	75%
PLAN REVIEW SERVICES	**PERCENTAGE OF FEE**
PLAN REVIEW	75%

PROPOSAL B: Personnel Rates

For the provision of services where a permit fee is not collected (i.e. license inspections, posted home inspections, builder complaints, etc,), the following hourly rates for personnel involved in the performance of this work are provided below. Hourly rates (to include pay rate, overhead, profit, travel necessary to perform the tasks and all other costs) for each of the following classified services:

CATEGORY / DISCIPLINE	**HOURLY RATES**	
	Regular Time	**Overtime**
INSPECTORS		
Building	$ 70.00	$ 85.00
Plumbing	$ 80.00	$ 100.00
Electrical	$ 80.00	$ 100.00
HVAC / Refrigeration	$ 80.00	$ 100.00
REVIEW SERVICES		
Plan Examiner (building, electrical, plumbing, mechanical, structural)	$ 95.00	$ 110.00

NOTE: If a range of rates is provided for a classification, an average cost will be used to represent that classification for comparison purposes. An estimated total of 100 hours will be used to evaluate the rates quoted under Proposal B.

In addition, a copy of your organization's complete Hourly Rate Fee Schedule by position must be provided including administrative/clerical staff. Fee schedule attached and labeled ATTACHMENT 3 – Hourly Rate Fee Schedule for identification purposes.

ORGANIZATION NAME: **SAFEbuilt Michigan**

BUILDING DEPARMENT SERVICES
PROPOSAL

PROPOSAL C: Project Team

Provide a list identifying the key personnel proposed to be provided including name, classification, the overall availability to the City of key personnel where applicable for the following services:

CLASSIFICATION	INDIVIDUALS NAME	OVERALL AVAILABILITY PER WEEK (IN HOURS) TO THE CITY
Building Inspector:		
	Carl Brown	40+ Hours
	Steven J. Burns	40+ Hours
Mechanical Inspector:		
	Merle West	40+ Hours
	Mark Booth	40+ Hours
Plumbing Inspector:		
	Merle West	40+ Hours
	Mark Booth	40+ Hours
Electrical Inspector:		
	Ronald Shelton	40+ Hours
Plan Analyst:		
	Philip Gentile	40+ Hours

PROPOSAL D: Time Frame to Complete Various Tasks

TASKS – PLAN REVIEWS:	TIME FRAME TO COMPLETE FIRST REVIEW	TIME FRAME TO COMPLETE REVISIONS
Residential	5 Days	3 Days
Multiple Family	10 Days	5 Days
New Commercial	10 to 20 Days	10 Days
Commercial Alteration	5 Days	3 Days
All Other Reviews	Same Day to 5 Days	Less than 3 Days if Applicable

TASKS - INSPECTIONS:	TIME FRAME (IN HOURS) TO COMPLETE
Inspections	Within 24 Hours of Request

Provide the estimated time frame to complete the following tasks:

THE FOREGOING PROPOSAL IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Organization Representative: _____

Representative's Name: David Thomsen, Vice President
(print)

Organization Name: Safe Built Michigan

Address: 8841 Clark Road CITY Clarkston STATE MI ZIP 48346

Phone Number: (970) 292-2204

Fax Number: (970) 292-2239

E-mail: david.thomsen@safebuilt.com

Date: 3·12·10

ATTACHMENT 1 – PROPOSAL A: Fees as a Percentage of Permit Fee Schedule

The included percentage of fees proposal includes all tasks required to administer the standard building department functions of Permit Technicians, Inspectors, and Plans Analysts. It may exclude the items outlined in Proposal B. It also includes any and all equipment, vehicles, software that may be required for our staff. Also included will be a supervisor for our staff who will act as the primary point of contact for City of Troy staff. We would anticipate that this percentage of fees would be all-inclusive.

ATTACHMENT 2 – PROPOSAL B: Personnel Rates

If selected to support the City of Troy, we would evaluate the list of tasks outlined in this proposal during our initial analysis. It is possible that some of these tasks would also be included in the above noted percentage of fees. If it is determined and agreed that some of the tasks warrant additional hourly billing, we would not anticipate having to bill the City of Troy at an overtime rate.

ATTACHMENT 3 – Hourly Rate Fee Schedule

SAFEbuilt Hourly Rate Fee Schedule	
Certified Building Official / Supervisor	$110.00 hourly
Plans Examiner	$ 95.00 hourly
Inspector:	
Building	$ 70.00 hourly
Electrical	$ 80.00 hourly
Plumbing	$ 80.00 hourly
Mechanical	$ 80.00 hourly
Permit Technician / Admin Support	$ 50.00 hourly

ATTACHMENT 4 – PROPOSAL C: Project Team

The attached list of proposed team members consists of candidates who have agreed to employment with SAFEbuilt, contingent on a contract with the City. Additionally, we have developed a very deep talent pool of other interested employees in the area.

It would be our intent to give first priority to existing City staff. If selected we would begin the screening and interviewing process prior to start-up.

This list does not include our Transition Team as submitted to the City of Troy during the SOQ interview process.

ATTACHMENT 5 – PROPOSAL D: Time Frame to Complete Various Tasks

The time frames included for plan review tasks are all not-to-exceed targets. We have provided a range for commercial plan reviews, depending on the size of the commercial project submitted. Larger valuation commercial projects (great than $10M in valuation), can take longer than our standard 10 working days for review. The "All Other Reviews" has a range also. We would anticipate some reviews being completed "over-the-counter".

For inspections we would perform all inspections called in before 4:00pm the following business day.

ATTACHMENT 6 – Staff Licenses & Certifications

Carl Brown

POSITION

Building Inspector/Plans Examiner

EXPERIENCE

Director of Building Planning & Zoning
City of Woodhaven, MI — 2000 to Present

Building Official/Chief Inspector
City of Ecorse, MI — 2003 to 2007

Owner/Operator
Carl Brown Construction — 1983 to 2003

LICENSES, CERTIFICATIONS, DEGREES

State of Michigan

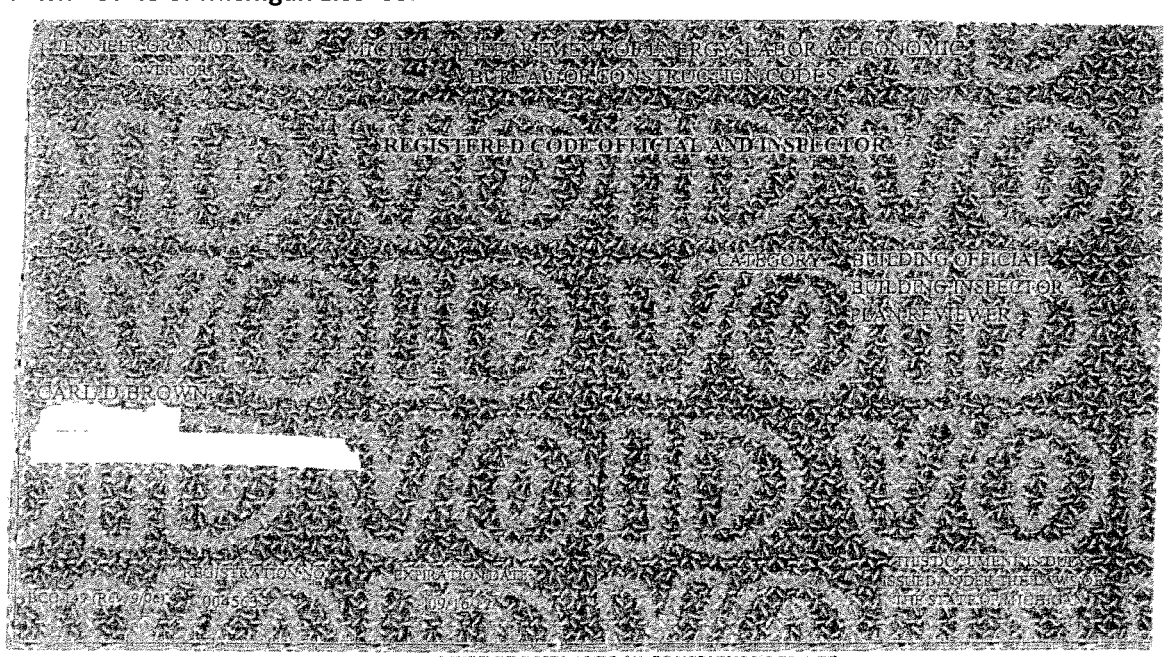
- Registered Code Official #004563
- Registered Building Inspector #004563
- Registered Plan Reviewer #004563

PROJECT HIGHLIGHTS

Performed plan review and inspection for the following projects:

- ✓ Kohls Department Store
- ✓ Wal-Mart
- ✓ Michael's Arts & Crafts
- ✓ Pet Smart
- ✓ Lowe's
- ✓ West Allen Plaza
- ✓ Home Goods
- ✓ Emagine Theater
- ✓ Buckeye Pipeline Terminal
- ✓ Marathon Pipeline Facility
- ✓ ITC Sub Station Operations Bldg
- ✓ Ford/Mazda Vehicle Prep Center
- ✓ Woodhaven Baptist Church
- ✓ Trenton Federal Credit Union
- ✓ FSC Industries Truck Terminal
- ✓ Downriver Federal Credit Union
- ✓ Discount Tire
- ✓ Twin Oaks Church
- ✓ Holiday Inn Express
- ✓ Comerica Bank
- ✓ Ford Woodhaven Stamping
- ✓ National Steel Bag House
- ✓ Rivers Edge Credit Union

Carl Brown - State of Michigan License:



Steven J. Burns

POSITION

Building Inspector/Plans Examiner

EXPERIENCE

Code Enforcement Supervisor/Building Official Inspector/Plan Reviewer

Charter Township of West Bloomfield, MI — 1999 to Present

Project Manager/Builder

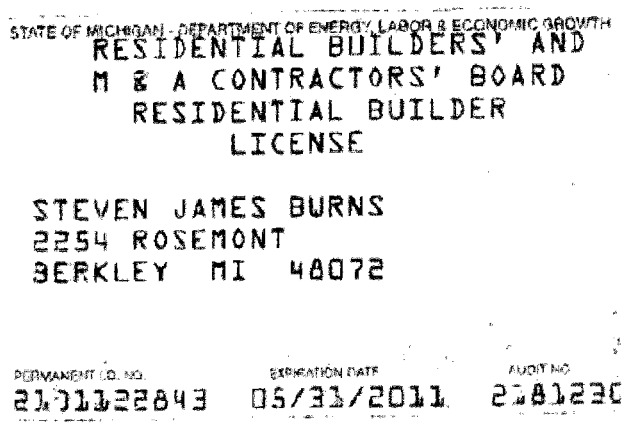
LAMTECH, Ann Arbor, MI — 1998 to 1999

LICENSES, CERTIFICATIONS, DEGREES

State of Michigan

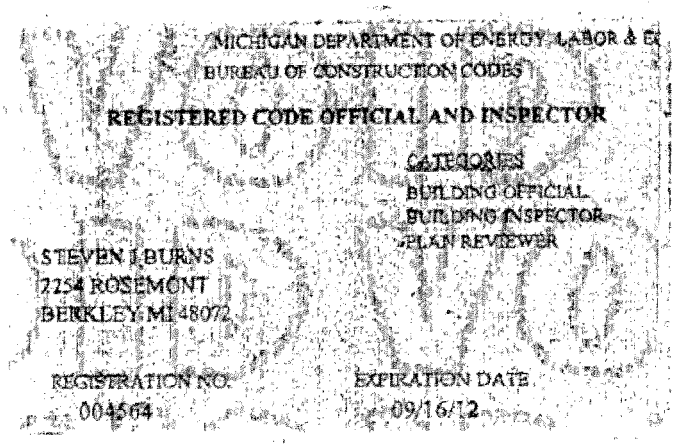
- Registered Building Official #004564
- Registered Building Inspector #004564
- Registered Plan Reviewer #004564

Steven Burns – State of Michigan Licenses:


STATE OF MICHIGAN - DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
RESIDENTIAL BUILDERS' AND
M & A CONTRACTORS' BOARD
RESIDENTIAL BUILDER
LICENSE

STEVEN JAMES BURNS
2254 ROSEMONT
BERKLEY MI 48072

PERMANENT I.D. NO. 2101122843
EXPIRATION DATE 05/31/2011
AUDIT NO. 2281230


MICHIGAN DEPARTMENT OF ENERGY, LABOR & E
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORIES
BUILDING OFFICIAL
BUILDING INSPECTOR
PLAN REVIEWER

STEVEN J BURNS
2254 ROSEMONT
BERKLEY MI 48072

REGISTRATION NO.
004564

EXPIRATION DATE
09/16/12

Merle West

TITLE

Building Inspector/Plans Examiner

EXPERIENCE/YEARS

Plan Examiner/Inspector

Independence Township, MI — 2002 to Present

Plans Examiner/Inspector

Inspector, Holly Township, MI
Plans Examiner/Inspector, Buena Vista, MI — 2005 to Present

Plans Examiner/Inspector

Inspector, Arbela Township, MI
Plans Examiner/Inspector, Shiawassee County, MI — 2001 to Present

DEGREES/CERTIFICATIONS/LICENSES

State of Michigan

- Master Plumbing License #81-09426
- Plumbing Inspector/Plan Reviewer #P004108
- Mechanical License #71-12356
- Mechanical Inspector/Plan Reviewer #P004108
- Cross Connection Control #90-190
- Boiler License #315072 1B

HIGHLIGHTS

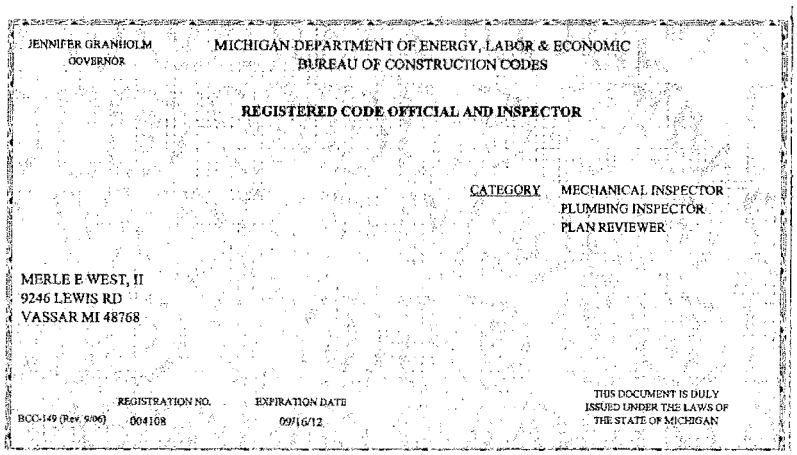
Residential Work Experience: Plumbing, heating and air conditioning systems

Commercial Work Experience: Plumbing, heating, and mechanical systems including: Restaurants, grocery stores, malls, hotels, theaters, retail outlets, hospitals, universities, and churches

Light Industrial Work Experience: Plumbing, heating, and mechanical systems including: Process piping, chemical piping, pneumatics, compressed air, hydraulic systems, air quality systems, fire suppression, steam systems, and air conditioning

Heavy Industrial Work Experience: Plumbing, heating, and mechanical systems including: Product systems lines, process piping, steam systems, caviar lines, air quality, humidification, fire suppression, robots, and pneumatic systems

Merle West – State of Michigan Licenses:


JENNIFER GRANHOLM
GOVERNOR

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC
BUREAU OF CONSTRUCTION CODES

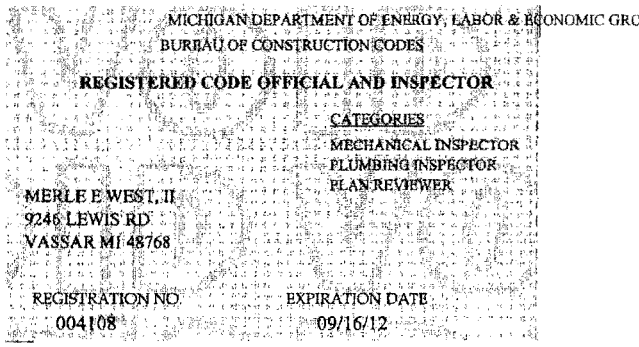
REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORY MECHANICAL INSPECTOR
PLUMBING INSPECTOR
PLAN REVIEWER

MERLE E WEST, II
9246 LEWIS RD
VASSAR MI 48768

BCC-149 (Rev. 9/06)
REGISTRATION NO. 004108
EXPIRATION DATE 09/16/12

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN


MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GRO
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORIES
MECHANICAL INSPECTOR
PLUMBING INSPECTOR
PLAN REVIEWER

MERLE E WEST, II
9246 LEWIS RD
VASSAR MI 48768

REGISTRATION NO. 004108
EXPIRATION DATE 09/16/12

Mark Booth

POSITION

Building Inspector/Plans Examiner

EXPERIENCE

Plans Examiner/Inspector

Bridgeport Charter Township, Bridgeport, MI — 2008 to Present

HVAC Professional

Booth Plumbing & Heating, Flint, MI — 2008 to Present

Plans Examiner/Inspector

Shiawassee County Community Dev, Corunna, MI — 2004 to 2006

LICENSES, CERTIFICATIONS, DEGREES

State of Michigan

- Registered Mechanical Inspector #005250
- Registered Plumbing Inspector #005250
- Registered Plan Reviewer #005250
- Journeyman Plumber

Mark Booth – State of Michigan Licenses:

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORIES
MECHANICAL INSPECTOR
PLUMBING INSPECTOR
PLAN REVIEWER

MARK A BOOTH
5341 DEARING DRIVE
FLINT MI 48506

REGISTRATION NO 005250
EXPIRATION DATE 09/16/12

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES
JOURNEY PLUMBER LICENSE
ISSUED BY THE STATE PLUMBING BOARD

BOOTH, MARK ANTHONY
5341 DEARING DR
FLINT MI 48506

LICENSE NO 8219220
EXPIRATION DATE 04/30/2009

Ronald Shelton

TITLE

Electrical Inspector

EXPERIENCE/YEARS

Electrical Inspector

Independence Township, MI — 1987 to Present

Electrical Inspector

Springfield Township, MI — 2006 to Present

Electrical Inspector

City of Rochester, MI — 1986 to 1988

DEGREES/CERTIFICATIONS/LICENSES

State of Michigan

- Registered Code Official #P000466
- Registered Inspector #P000466
- Master Electrician #6209959
- Electrical Contractor #6108145

Ronald Shelton – State of Michigan Licenses:

MICHIGAN DEPARTMENT OF ENERGY, LABOR & E
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORIES
ELECTRICAL INSPECTOR
PLAN REVIEWER

RON ALD SHELTON
2680 GROVELAND RD
ORT NVILLE MI 48462

REG STRATION NO. 00466 — EXPIRATION DATE 09/16/12

MIC IGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

ELECTRICAL CONTRACTOR LICENSE
ISSUE BY THE ELECTRICAL ADMINISTRATIVE BOARD

CONT ACTOR OF RECORD - RONALD G SHELTON
MAST R - SHELTON, RONALD G

SHEL ON, RONALD G
2680 ROVELAND RD
ORTO VILLE, MI 48462

LIC NSE NO. 61 8145 — EXPIRATION DATE 12/31/2012

MI IGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF CONSTRUCTION CODES

MASTER ELECTRICIAN LICENSE
ISSUE D BY THE ELECTRICAL ADMINISTRATIVE BOARD

EMP OYER - RONALD G SHELTON

SHEL TON, RONALD G
2680 ROVELAND RD
ORTO NVILLE, MI 48462

LIC NSE NO. 6 09959 — EXPIRATION DATE 12/31/2010

Philip Gentile

TITLE

Plans Examiner/Inspector

EXPERIENCE/YEARS

Chief Building Inspector/Plans Examiner
West Bloomfield Township, MI — 1984 to 2009

Chief Building Inspector/Plans Examiner
Southfield, MI — 1984 to 1988

Deputy Code Enforcement Director
Clarkston, MI — 1983 to 1984

DEGREES/CERTIFICATIONS/LICENSES

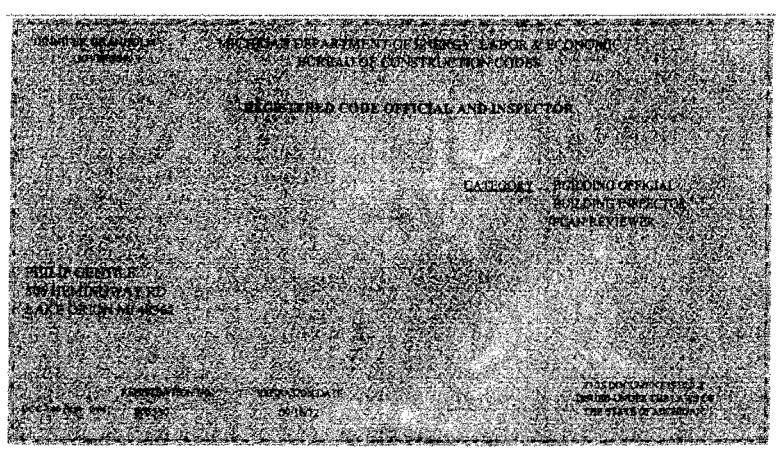
State of Michigan

- Registered Building Official
- Building Inspector/Plan Reviewer #503
- Licensed Builder #2101061635

International Code Council

- Certified Building Official

Philip Gentile – State of Michigan Licenses:



Philip Gentile – International Code Council Certification:

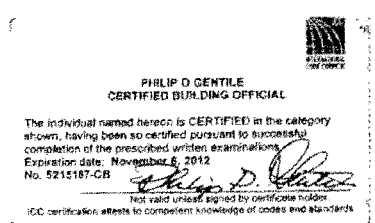


EXHIBIT C

SAFE BUILT SCOPE OF SERVICES

Safe Built shall provide the following services:

Administering and Enforcing Permits Issued

- Meet with applicants for pre-submittal courtesy reviews and to aid in the re-design of deficient submittals.
- Work in unison with the City Fire Department to ensure compliance with any applicable Fire Code and to be certain that all commercial and multi-family residential structures have been properly inspected prior to submitting the draft Certificate of Occupancy to the Building Code Official.
- Provide advice, education and support to the City Council regarding code interpretations and adoptions.
- Provide direction and supervisory support to all Building Department personnel including training to keep all team members proficient in all the currently enforced building codes within the City, as identified in Chapter 3.

Building Inspection is directly responsible for administering and enforcing the permits they issue. Safe Built will be responsible for the processing all of these permits and presenting them to the City of Troy Building Code Official for approval. However Safe Built will assume the duties previously performed by the Director of Building and Zoning, Chief Building Inspector, Building Inspector in the administration and enforcement of the City of Troy Codes unless those duties are to be performed by the City Building Code Official.

The following is a summary of the Department of Building Inspection responsibilities and activities, both for permits they issue and support services for other permits or requirements:

- Chapter 2 Addresses: There is a requirement that applications for building addresses meet all Building Department rules and regulations.

- Chapter 13 Historic Preservation: Enforcement of this Code is shared by the Historic District Commission and the Building Inspection Department. Their representative shall advise Historic Commission of Building permit applications that are under the purview of Chapter 13 are reviewed by the Building Inspection Department who transmits findings to the Commission for their action. The Historic District Commission may direct questions to the Building Inspection Department regarding these applications. The Historic District Commission renders a determination and sends it back, where it is processed as any other Building Permit Application.

- Chapter 19 On Site Sewer Disposal System: Building Department Inspector inspects sewer systems.

- Chapter 20: The Building Department has the responsibility to calculate inspection fees for sewer connections.

- Chapter 47: Building Inspector responsible for certifying conformance for much of the infrastructure for new Trailer Courts (which is now considered manufactured housing).
- Chapter 61 Temporary Merchant License: Along with other Departments, Building Inspection Department reviews the application. Building Inspector confirms that sites, when the License expires, are clear of equipment, vehicles, and debris.
- Chapter 64 Gasoline Stations: Building Inspector reports findings to City Council as part of the Building Permit application process.
- Chapter 67 Dances and Dance Halls: There is a requirement that applications for this use, as required by this Chapter, meet all Building Department rules and regulations.
- Chapter 68 Amusements and Recreation Places: There is a requirement that applications for this use, as required by this Chapter, meet all Building Department rules and regulations.
- Chapter 71 Auto Wash Motor Vehicle Laundry: There is a requirement that applications for this use, as required by this Chapter, meet all Building Department rules and regulations.
- Chapter 73 Drive In Restaurant: There is a requirement that applications for this use, as required by this Chapter, meet all Building Department rules and regulations.
- Chapter 76 Adult Business Use: There is a requirement that all applications for this use, as required by this Chapter, meet all Building Department rules and regulations. There may be a requirement to participate in an appeals hearing, and review proposed alterations to the configuration of adult businesses.
- Chapter 77 Smoking Lounges: Along with other departments, Building Inspection Department reviews smoking lounge license applications.
- Chapter 79 General Building Regulations: Building Inspection Department with the Building Code Board of Appeals.
- Chapter 83 Fences: There is a requirement that applications for fences meet all Building Department rules and regulations.
- Chapter 85 Signs: There is a requirement that applications for signs meet all Building Department rules and regulations. Building Department collects fees, assures related permits have been applied for, and registers contractors. .
- Chapter 88 Nuisances: There is a requirement that applications for Special Work Permits for Construction activity during non work hours (as defined by the code) meet all Building Department rules and regulations.
- Chapter 93 Fire Prevention: There is a requirement that the Building Department review applications to insure compliance with the Building codes.

- Chapter 97 Coin-Operated Amusement Devices: There is a requirement that applications for this use, as required by this Chapter, meet all Building Department rules and regulations.

Meeting Attendance

- City Council when requested.
- City Manager staff meetings.
- Building Code Board of Appeals
- Economic Development Services staff meetings.
- Other meetings as requested by the Assistant City Manager/Economic Development Services or his/her designee.

Document Management

- Coordinate with the City's document imaging contractor.
- Respond to FOIA requests and subpoenas for document and record production as directed by the City Building Code Official.
- Provide records and documents as requested by other departments.
- Prepare documents for scanning and quality control verification of scanned documents returned

Reports

- Provide weekly reports of certificates of occupancy issued
- Provide monthly, bi-annual, fiscal year, and calendar year reports of permit activity
- Provide monthly reports to other agencies (SEMCOG, Census Bureau)
- Provide other reports as requested by the Assistant City Manager/Economic Development Services or his/her designee.

Court Action

Condemnation and other litigation includes up to 16 hours per case. Additional work would be billed at Certified Building Code Supervisor. rate.

Other Services

- Input data including permits and inspections utilizing the B S & A software.
- Use software for tracking of data including permits and inspections.
- Retain and provide all records in electronic and hard copy for the Building Department.
- Provide all permitting, plan review and inspection service within the City.
- Provide all code materials needed for the Building Department and City Clerk.

- Coordinate with other city departments/divisions in the issuance of permits in the City (Planning and Zoning, Licensing).
- Work with City Attorney in issuing notices to vacate unsafe buildings and other issues.
- Provide Building Department reports to City daily, monthly and annually.
- Organize and provide records for storage of all active and inactive legal records for Building Department.
- Creation and update of all Building Department forms.
- Review building permit applications for compliance with building, applicable city building codes, electrical, plumbing and accessibility codes.
- Conduct all inspections, required by City ordinances and resolutions, to ensure life safety and code compliance.
- Provide homeowner training clinics, as necessary.
- Provide all other services that the Building Department is required to perform under State law, the Troy Code of Ordinances, the Troy City Charter, Resolution of City Council or as implied under the duties and scope of services listed in this Agreement.

Customer Service:

- Respond to requests for information (including research of City and County records) about jurisdiction for builders, and general public.
- Assemble and distribute informative materials for the general public and in response to inquiries.
- Provide customer service Monday thru Friday 8:00 a.m. to 4:30 p.m., to design professionals, contractors and homeowners via fax, phone and email regarding code requirements, violations and permit submittal.
- Accept application materials for all Building Department cases.
- Provide information to the public on fee structures, case histories, and status of reviews.
- 2-hour window ETA's provided on request.
- day plan review on residential projects.
- 10 day plan review on small to mid-size commercial projects.
- Provide inspections 5 days a week and on weekends or after-hours on request.
- 100% delivery on next day inspections called in by 4:30 pm.

Plans Examiner

Scope:

- Create and distribute Plan Review Notices.
- Review submitted plans for construction for compliance to current building codes.
- Coordinate with other City departments/divisions in the plan review and permitting process.
- Maintain all Building Department records pertaining to plan review.
- Verify for zoning compliance including, but not limited to, land use, setbacks, structure and building heights, structure and building dimensions, lot coverage, and parking.

- Confer with Zoning Administrator on matters related to the interpretation of the Zoning Ordinance.

Building Inspector

Scope:

- Daily routing of assigned Inspections.
- Provide all building, mechanical, electrical, and plumbing inspections.
- Documentation of inspections completed.
- Read blueprints for onsite inspections.
- Assisting in Plan Review.
- Return calls from contractors and citizens in reference to code concerns and questions about field inspections.
- Field verify for zoning compliance including, but not limited to, land use, setbacks, structure and building heights, structure and building dimensions, lot coverage and parking.
- Confer with Zoning Administrator on matters related to the interpretation of the Zoning Ordinance.

Permit Tech

Scope:

- Receive respond to and record inspection requests.
- Assist in maintaining records of all submittals, fees received, reviews and inspections.

EXHIBIT D

DUTIES OF CITY BUILDING CODE OFFICIAL

- Fulfill all duties under the direction of and as designated by the Assistant City Manager/Economic Development Services.
- Provide information, education, and recommendations to the public on how to obtain and maintain building code compliance.
- Issue “Stop Work” orders for work done without a permit.
- Issue “Dangerous Building Notices”.
- Review files for buildings being completed and issue Certificate of Occupancy where applicable.
- Review monthly reports and an annual report for work performed and fees collected among other activities, in acceptable City format.
- Meet with applicants for pre-submittal courtesy reviews.
- Work in unison with the City Fire Department to ensure compliance with any applicable Fire Code and to be certain that all commercial and multi-family residential structures have been properly inspected prior to issuing a Certificate of Occupancy.
- Provide advice, education and support to the City Council and department heads regarding code interpretations and adoptions.
- Provide direction and supervisory support to all Building Department personnel.
- Fulfill all the duties and legal requirements set forth by State of Michigan Building Codes and the City of Troy Code of Ordinances.
- Oversee qualified and certified personnel to perform inspections, plan review and Building Code Official duties as required by the State of Michigan.
- Review and respond to all Freedom of Information Act (“FOIA”) request in compliance with the City’s FOIA procedure and review all subpoenas or requests for any documents or information concerning court cases.
- Review and determine all fee disputes with third parties.
- Facilitate and assist the Building Code Board of Appeals for the City and maintain records.
- Interpret and decide all building codes questions within the Building Department.
- Provide all other services under State law, the Troy Code of Ordinances, the Troy City Charter, Resolution of City Council or as implied under the duties and scope of services listed in this Agreement

EXHIBIT E

SAFE BUILT HOURLY RATE FEE SCHEDULE

Supervisor	$110.00 hourly
Plans Examiner	$ 95.00 hourly
Inspector:	
Building	$ 70.00 hourly
Electrical	$ 80.00 hourly
Plumbing	$ 80.00 hourly
Mechanical	$ 80.00 hourly
Permit Technician/Administrative Support	$ 50.00

EXHIBIT F

PERFORMANCE STANDARDS

- Provide written reports to City monthly and annually, in form and time line acceptable to the Assistant City Manager/Economic Development Services to include:
    1. Track building permits by number, type and valuation;
    2. Track inspections by number of stops, inspections performed, failed inspections and number of Code violations;
    3. Track plan reviews by number, type and turnaround times;
    4. Track *fees* collected by type; and
    5. Track live plan reviews, meetings with fire department and responses to emergency calls.
- Open office and provide customer service Monday thru Friday 8:00 AM to 4:30 PM;
- Return all customer calls within 24 business hours or before end of next business day;
- Staff on-call for emergency situations;
- 5 day plan review on residential projects;
- 10 day plan review on small to mid-size commercial projects;
- Provide inspections 5 days a week and on weekends or after-hours on request;
- 100% delivery on next business day inspections called in by 4:30 PM;
- Provide 2-hour window estimated time of arrival (ETA) for inspections; and
- Fulfill all scope of work identified in Scope of Services – Exhibit C.

EXHIBIT G

OFFICE SPACE PLAN

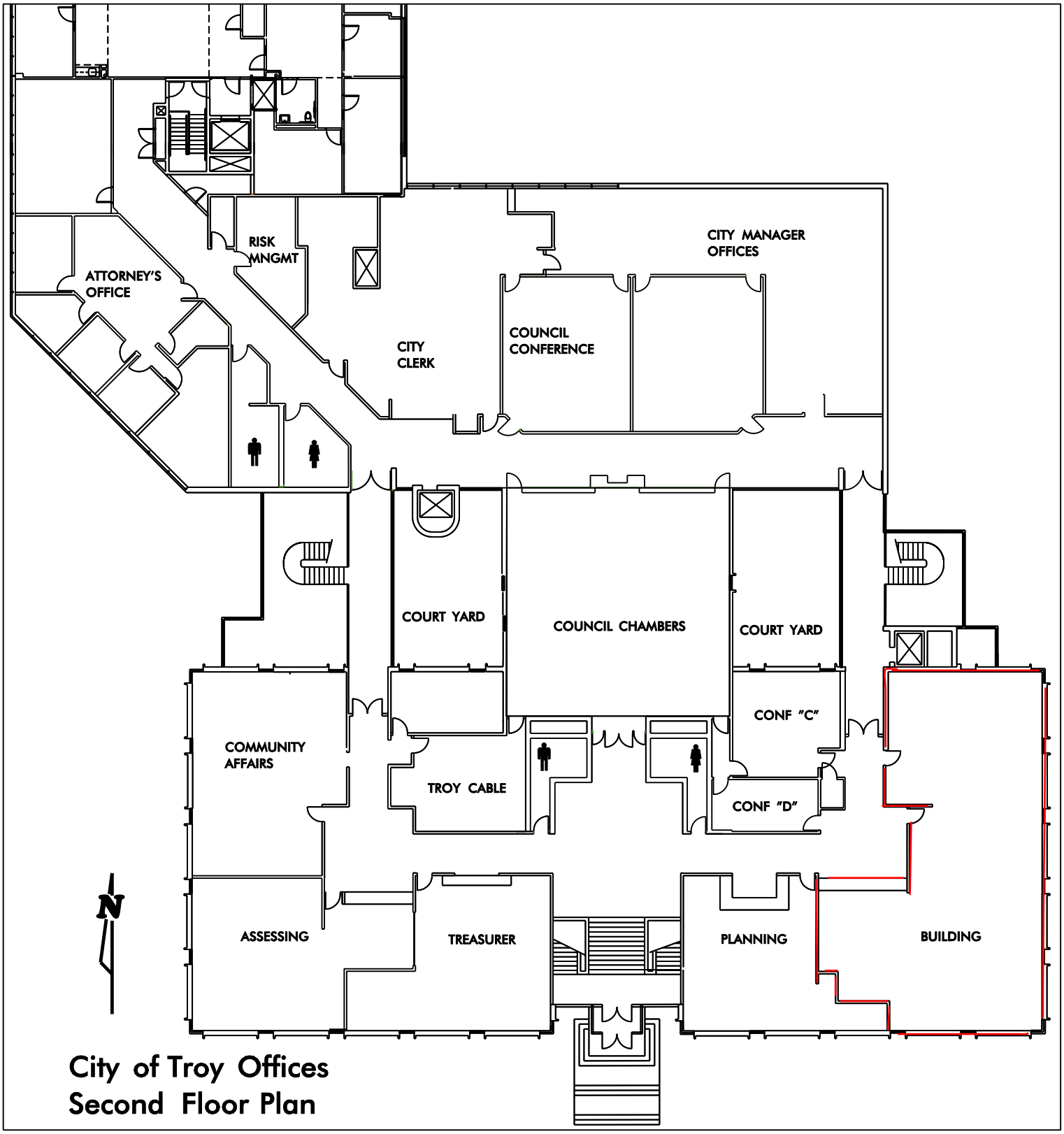


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EXHIBIT H

CITY'S POLICY "CRITERIA USED IN ASSESSING DRIVING RECORD"

1. Five (5) or more current points
2. Current suspensions
3. Two (2) or more suspensions on record
4. Driving convictions related to alcohol/narcotic substances, careless driving (excludes "w/o due care"), or reckless driving
5. Multiple (2 or more) failures to appear in Court (FAC)
6. Outstanding warrants
7. Cited by State of Michigan for Unsatisfactory Driving Record (UDR), unless record has been clear for past three years.
8. Individual records evaluated on case-by-case basis in situations where record has been clear for past three years, yet poor early driving history

EXHIBIT I

SAFE BUILT DESIGNATED PARKING AREA

ADMINISTRATIVE MEMORANDUM

SUBJECT: Troy Civic Center Parking Regulations		
DATE OF ORIGINAL ISSUE: November 20, 1978	**EFFECTIVE DATE:** April 6, 2009	**NUMBER:** 1-G-10
RE-EVALUATION DATE:	**RESCINDS:**	**LAST REVISION DATE:** 2004
DISTRIBUTION: Department Directors and City Hall Employees		

~~Completion of the Police Department building addition and relocation of Fire Department personnel to new quarters have resulted in new parking lot configurations around the Civic Center site.~~
4/06/09

Effective Monday, April 6, 2009 the parking lot at the "Ford and Earl" building on the east side of Civic Center drive is no longer available for City of Troy employee parking. As such, there are changes to employee parking arrangements on the Civic Center campus. Attached is a map that outlines the new parking regulations.
4/06/09

EAST PARKING LOT:

~~Parking spaces at the south end of the east City Hall parking lot that were formerly reserved for Fire Department vehicles are now designated employee parking and permit parking. All spaces along the south side of this lot are reserved for department director permit holders and City employees who are active volunteer firefighters. City employees can use all other parking spaces south of the south City Hall driveway of the east parking lot.~~
4/06/09

Employee parking is allowed in the area north of the north drive (the small lot between the east parking lot and the Library), and south of the south drive, except in the row designated for permit parking (department directors only).

Employee parking is allowed in the area formerly designated for permit parking (department directors only) in the eastern-most row of the east parking lot.

The 9 parking spots in the southern-most row of parking in the east parking lot are designated for permit parking (department directors only).
4/06/09

NON-GATED SECTION OF WEST PARKING LOT:

The first 9 parking spaces on the north side of the non-gated section of the west parking lot are designated for permit parking (department directors only).

Two spaces on the south side of the non-gated section of the west parking lot are designated for City employees who are active volunteer firefighters.
4/06/09

GATED WEST PARKING LOT:

Employee parking is permitted in the remaining spaces in the west lot, except in those spaces designated for City vehicles.
4/06/09

OTHER PARKING:

City Hall employees with handicapped plates or tags are encouraged to use the four spaces at the west entrance of City Hall. All employees outside of City Hall that visit City Hall for work-related short periods of time are encouraged to park adjacent to the west entrance of City Hall.
2004

LIBRARY PARKING LOT:

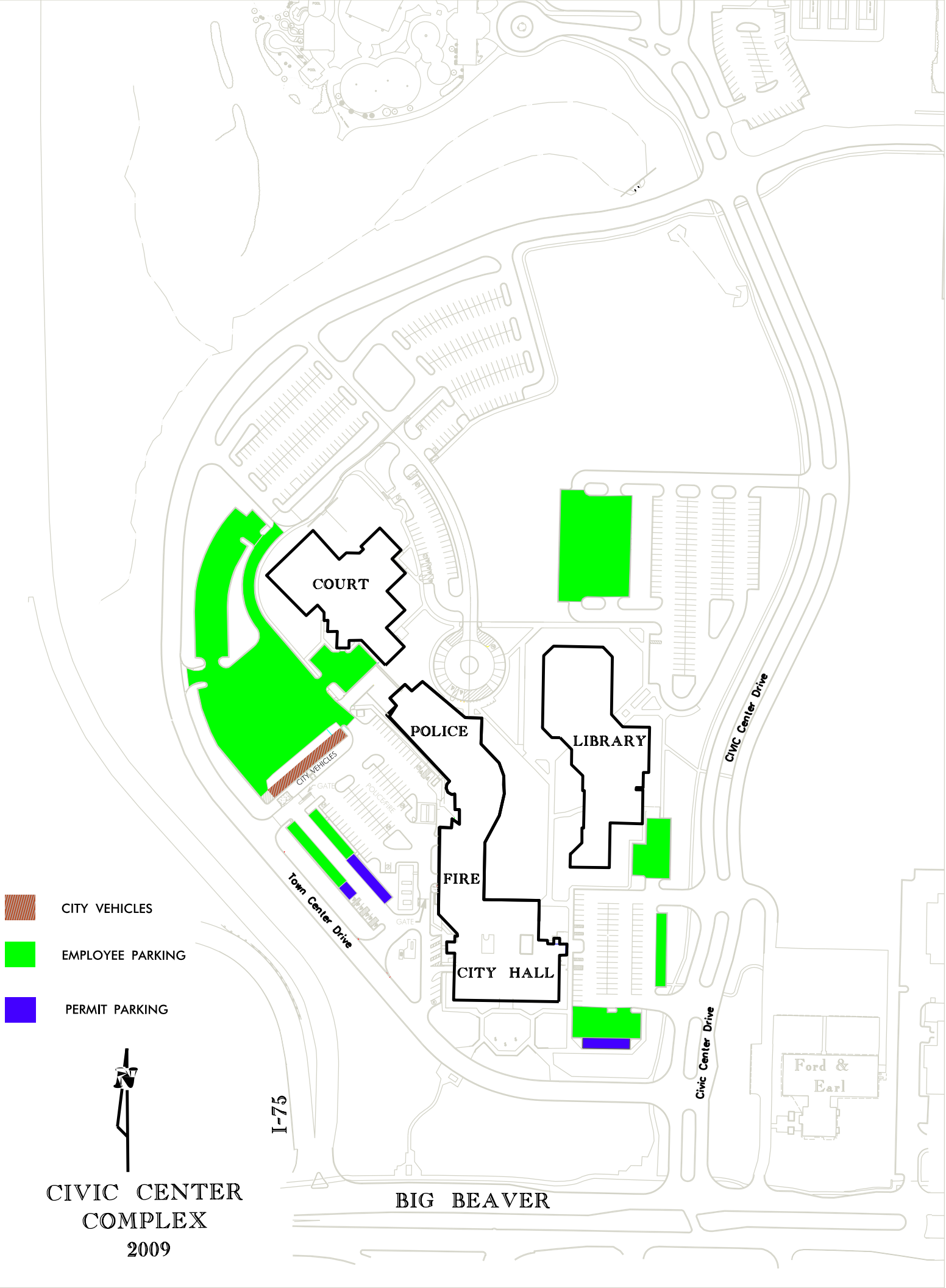
The designated area remains unchanged; employee parking is permitted in the lot north of the building.
4/06/09

Failure to park in areas designated "Employee Parking" as shown on the attached updated map will result in employees being subject to discipline, including suspension and possible discharge.
2004

Approved:

Brian P. Murphy

Brian P. Murphy, Assistant City Manager/
Economic Development Services



CIVIC CENTER COMPLEX
2009

EXHIBIT J

INVENTORY AND EQUIPMENT

Computers:

4 Dell GX755

4 Dell E6400 ATG plus Netmotion and Aircard for each computer

Printers:

1 HP Laserjet 4050

1 HP Laserjet 4250

Office Furniture:

17 cubical workstations with overhead bins and chairs

4 office workstations with overhead bins, desk chairs and 2 “visitor chairs” each

14 four drawer lateral files

2 five drawer lateral files

22 five drawer file cabinets

3 seven drawer card files

3 seven drawer microfilm files

2 microfilm readers/printers

Misc. storage cabinets and storage racks

Other:

Access to the City network and all the resources available on it including email, Internet and Equalizer application.

City Standard Desktop Software including MS Office

Maintenance and support of all hardware and software

Use and maintenance of printers, not including consumables

Regular replacement of equipment

H-9 Standard Purchasing Resolution 8: Best Value Award – Building Department Services

Resolution #2010-04-079
Moved by McGinnis
Seconded by Fleming

RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to negotiate a three-year contract to provide Building Department Services with an option to renew for two (2) additional years, to the highest rated bidder, SafeBuilt Michigan of Clarkston, as a result of a best value process, which the Troy City Council determines to be in the public interest, to expire June 30, 2013, at rates contained in the tabulation opened March 18, 2010, with fees assessed at 80% or 75% of permit fees depending on revenues in a given 12-month period, copies of which are **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council will **REVIEW** and **APPROVE** the final contract.

Yes: Slater, Schilling, Beltramini, Fleming, Kerwin, McGinnis
No: Howrylak

MOTION CARRIED

H-10 Scheduling of a Study Session to Further Discuss Restructuring Troy Government

Resolution #2010-04-080
Moved by Kerwin
Seconded by Slater

RESOLVED, That Troy City Council hereby **SCHEDULES** a special study meeting to further discuss restructuring City of Troy government in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, MI 48084 on Tuesday, April 20, 2010 at 7:00 PM.

Yes: Schilling, Beltramini, Fleming, Kerwin, McGinnis, Slater
No: Howrylak

MOTION CARRIED

I. CONSENT AGENDA:

I-1a Approval of "I" Items NOT Removed for Discussion

Resolution #2010-04-081
Moved by Kerwin
Seconded by Beltramini

CITY COUNCIL ACTION REPORT

March 31, 2010

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration
Mark F. Miller, Acting Assistant City Manager/Economic Development Services
Peggy Sears, Human Resources Director
Susan A. Leirstein, Purchasing Director

SUBJECT: Standard Purchasing Resolution 8 – Best Value Award: Building Department Services

Background

- As a result of the current budget crisis, the City continues to find ways to provide services at a reduced cost. As part of the process, the City has turned to the private sector to determine if a cost savings can be realized by outsourcing many City services.
- The City has utilized a two-step bid process in order to first qualify potential organizations; then second, to solicit pricing from those qualified organizations.
- A request for Statement of Qualifications (SOQ) for Building Department Services was sent to two-hundred fifty-eight (258) firms through the Michigan Intergovernmental Trade Network (MITN) e-procurement website at www.mitn.info.
- SOQ's were received from six (6) entities, as well as one (1) statement of no interest.
- Three (3) of the SOQ's met the pass/fail criteria established for Building Department Services. The SOQ received from the City of Rochester Hills was removed from the formal SOQ process with the understanding consolidation would be considered if the privatization effort was unsuccessful.
- The two (2) remaining firms were evaluated independently by a review committee and each individual member calculated a weighted score based on their review. These individual scores were averaged into one score for each firm.
- Both firms were invited to move forward in the selection process by participating in an interview. The interviews were independently evaluated by each committee member and the weighted scores were averaged into one score for each firm. The interview comprised fifty (50) percent of the final score for each firm.
- The firms that were interviewed prepared and submitted detailed proposals outlining the members of their team as well as providing percentage of fees and costs for their services.
- The detailed proposals were evaluated by the committee and each member independently calculated a weighted score based on their review. The individual weighted scores were averaged into one score for each firm. The detailed proposal comprised fifty (50) percent (10% for the proposal and 40% for the cost proposal) of the final score for each firm.
- The price comparison was completed by the Purchasing Department. No committee member was permitted to attend the bid opening or to review the price proposal portion of the detailed proposal.
- Fees as a percentage of permit fees and hourly rates per discipline for services where a permit fee is not collected were obtained.
- The highest rated firm, SafeBuilt Michigan, provided a proposal for privatizing the entire building department operation, including the director and secretary positions.

March 31, 2010

To: John Szerlag, City Manager
Re: Best Value Award – Building Department Services

Background (continued)

- As part of the privatization process, the Building Department was given a chance to compete for the work against SafeBuilt's proposal. Based on the 2010 / 2011 budget figures, including personnel services and overhead costs, the City's Building Department proposal of $1,173,007.00 was unable to match the costs proposed by SafeBuilt Michigan for a turnkey operation at an estimated annual cost of $748,500.00.
- Based on the cost savings, City management is recommending a contract be awarded to SafeBuilt Michigan to provide management and operation of the City's Building Department functions.
- SafeBuilt's turnkey proposal will require laying off all ten (10) Building Department employees prior to fiscal year 2010/2011.

Financial Considerations

- Fees paid to SafeBuilt are primarily building permit driven. This revenue based solution guarantees no general fund subsidy.
- By privatizing Building Department services, the estimated savings for the first year of operation will be $424,507.00 or at least 36%.

Legal Considerations

- SOQ-COT 09-49, Building Department Services were competitively bid and opened with six (6) entities responding.
- RFP-COT 09-49, Detailed Proposal – Building Department services were competitively bid and opened from the two (2) highest rated firms.
- The award is contingent upon the firm's submission of properly executed proposal, contract documents, insurance certificates and all other specified requirements, including negotiation of an acceptable agreement.

Recommendation

- City Management recommends awarding a three (3) year contract for complete Building Department services with an option to renew for two (2) additional years to the best value proposal submitted by SafeBuilt Michigan of Clarkston at the rates contained in the tabulation opened March 18, 2010, with fees assessed at 80% or 75% of permit fees depending on revenues in a given 12-month period, to expire June 30, 2013.

Reviewed and confirmed by : _____ _____

Richard Carlisle, President Date
Carlisle / Wortman Associates, Inc

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EXECUTIVE SUMMARY

BUILDING DEPARTMENT SERVICES

STATISTICS:

- **Two Hundred fifty-eight (258) organizations were notified via the MITN e-procurement website**
- **Six (6) proposals were received, as well as one (1) statement of no interest**
- **Two (2) organizations met the pass/fail criteria**
- **Both remaining organizations were interviewed**
- **SafeBuilt Michigan is being recommended as the result of a best value process.**

The following two (2) firms received the indicated final scores as a result of the interview, detailed proposal and pricing criteria.

Organization	SCORE
SafeBuilt Michigan	**200.64**
PMI Inspection Services	193.97

STATEMENT OF QUALIFICATIONS – ORGANIZATIONS ELIMINATED FROM FURTHER CONSIDERATION (BASED ON PASS/FAIL MINIMUM REQUIREMENTS)

- Metro Community Development
- Testing Engineers & Consultants
- McKenna Associates

STATEMENT OF QUALIFICATIONS – ORGANIZATION REMOVED / SOQ RETAINED – TO CONSIDER CONSOLIDATION IF PRIVATIZATION EFFORT FAILS

- City of Rochester Hills

STATEMENT OF NO INTEREST

- Cityworks Management

Attachments:

- ✓ Weighted Final Scoring Includes Interview, Detailed Proposal and Pricing Score
- ✓ Evaluation Process
- ✓ Original Tabulation

WEIGHTED FINAL SCORING

Golf Course Management Services

Final Score Calculation:

50% x Interview Score
50% x Detailed Price Proposal Score
100% = Final Weighted Score

In order to equate the price to the weighted evaluation process scoring, the prices had to be converted into a score with the base of 250. **NOTE:** Vendors are listed in the order of their summary score for the interview, detailed proposal, and pricing scores, from highest to lowest. For the final score the vendors are listed in the order of rating from highest to lowest.

Each City Committee member independently used a weighted score sheet to evaluate the *Statement of Qualifications*; and each Committee Member calculated a weighted score. The scores of the Committee Members were averaged into one score for each organization for each phase of the process. Only the most qualified organizations were invited to participate in an interview.

Phase 2

Weighted Average Score for Statement of Qualification Evaluation:

RATERS	1	2	3	Average
Vendors:				
SafeBuilt Michigan	215	180	195	196.67
PMI Inspection Services	210	190	145	181.67

Phase 3

Weighted Average Score for Interview: 50%

RATERS	1	2	3	Average	Final Weighted Score (x .50)
Vendors:					
PMI Inspection Services	193	198	161	184.00	**92.00**
SafeBuilt Michigan	178	171	151	166.67	83.34

Phase 4

Weighted Average Score for Detailed Proposal: 10%

RATERS	1	2	3	Average	Final Weighted Score (x .10)
Vendors:					
PMI Inspection Services	217	166	186	189.67	**18.97**
SafeBuilt Michigan	240	169	110	173.00	17.30

Weighted Average Score for Price: 40%

RATERS	Weighted Criteria – Difference in Costs {1-(Proposal Price-low price/low price} x Available Points	Final Weighted Score (x .40)
Vendors:		
SafeBuilt Michigan	{1-(704,250-704,250)/(704,250)} x 250 = 250.00	**100.00**
PMI Inspection Services	{1-(824,000-704,250)/(704,250)} x 250 = 207.50	83.00

FINAL SCORE:

VENDORS:	SafeBuilt Michigan	PMI Inspection Services
Interview Score	**83.34**	92.00
Detailed Proposal Score	**17.30**	18.97
Pricing Score	**100.00**	83.00
FINAL SCORE	**200.64**	193.97

G:/Purchasing/QBS Documents/SOQ-COT 09-49 Building Department Services / Best Value SR8 – Building Department Services - WeightedRatingSummary 3.10.doc

SELECTION PROCESS

CRITERIA FOR SELECTION
Building Department Services

A City Committee of three (3) individuals will review the proposals. The City of Troy reserves the right to negotiate a final contract (pending City Council approval) with the most qualified organization(s) based upon a combination of factors including but not limited to the following:

A. Compliance with qualifications criteria
B. Completeness of the SOQ
C. Financial strength of the organization
D. Correlation of the SOQ submitted to the needs of the City of Troy
E. Any other factors which may be deemed to be in the City's best interest
F. Evaluation Process

Phase 1: **Minimum Qualifications Evaluation (Pass/Fail)**
Organizations will be required to meet minimum established criteria in order to go to the second phase of the process. (Evaluation Sheet Proposal)

Phase 2: **Statement of Qualifications Evaluation**
Each City Committee member will independently use a weighted score sheet to evaluate the *Statement of Qualifications*; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each organization for this phase of the process.

Phase 3: **Interview Score**
Based on the scores from the *Statement of Qualifications* – Phase 2, only the most qualified organizations will be invited to participate in an interview. Each City Committee member will independently use a weighted score sheet to evaluate the *Interview;* each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each organization for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview. Persons representing the organization at the interview must be the personnel who will be assigned to this project. ***Only the contractors that have made it to Phase 3 will be asked to provide a Detailed Price Proposal as outlined in Phase 4.***

Phase 4: **Detailed Price Proposals**
The *Detailed Price Proposals* will include the following information, at a minimum:

a. Key personnel involved.
b. Staff availability and time frames to complete various types of tasks.
c. % of permit fee schedule
d. Pay rates for various classifications proposed including overhead, direct costs, profit and all other costs.

Phase 5: **Final Scoring and Selection –** based on scoring from Phase 3 and Phase 4
The organization(s) with the highest final weighted score(s) will be recommended to the Troy City Council for Award. The final weighted score shall be based on:

50% x Interview Score (250 point base)
50% x Detailed Price Proposal Score (250 point base)
100% = Final Weighted Score

Note:
The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.

BUILDING DEPARTMENT SERVICES
RFP-COT 09-49

		PMI Inspection Services		Safe Built Michigan	
PROPOSAL A:		**Percentage of Fee**	**Calculated Fee Total**	**Percentage of Fee**	**Calculated Fee Total**
Fees as % of Permit Fee Schedule					
Licenses	$ 2,000.00	Not Requested	N/A	Not Requested	N/A
Permits					
Building	$ 600,000.00	90%	$ 540,000.00	75%	$ 450,000.00
Plumbing	$ 60,000.00	90%	$ 54,000.00	75%	$ 45,000.00
Electrical	$ 100,000.00	90%	$ 90,000.00	75%	$ 75,000.00
HVAC/Refrigeration	$ 75,000.00	90%	$ 67,500.00	75%	$ 56,250.00
Plan Review	$ 50,000.00	90%	$ 45,000.00	75%	$ 37,500.00
	$ 887,000.00		$ 796,500.00		$ 663,750.00

PROPOSAL B:
Personnel Rates

		PMI Inspection Services		Safe Built Michigan	
INSPECTORS:	HOURS:	**Reg Hrly Rate**	**Calculated Total**	**Reg Hrly Rate**	**Calculated Total**
Building	100	$ 55.00	$ 5,500.00	$ 70.00	$ 7,000.00
Plumbing	100	$ 55.00	$ 5,500.00	$ 80.00	$ 8,000.00
Electrical	100	$ 55.00	$ 5,500.00	$ 80.00	$ 8,000.00
HVAC/Refrigeration	100	$ 55.00	$ 5,500.00	$ 80.00	$ 8,000.00
REVIEW SERVICES:					
Plan Examiner	100	$ 55.00	$ 5,500.00	$ 95.00	$ 9,500.00
	500		$ 27,500.00		$ 40,500.00
GRAND TOTAL PROPOSAL A & B:			**$ 824,000.00**		**$ 704,250.00**

BUILDING DEPARTMENT SERVICES
RFP-COT 09-49

CLARIFICATION: Attachment 1 - Proposal A - Turn-Key Operation

Fees as % of Permit Fee Schedule			Safe Built Michigan	
			Percentage of Fee	**Calculated Fee Total**
Licenses	$	2,000.00	Not Requested	N/A
Permits				
Building	$	600,000.00	80%	$ 480,000.00
Plumbing	$	60,000.00	80%	$ 48,000.00
Electrical	$	100,000.00	80%	$ 80,000.00
HVAC/Refrigeration	$	75,000.00	80%	$ 60,000.00
Plan Review	$	50,000.00	80%	$ 40,000.00
	$	887,000.00		$ 708,000.00

		Safe Built Michigan	
INSPECTORS:	HOURS:	**Reg Hrly Rate**	**Calculated Total**
Building	100	$ 70.00	$ 7,000.00
Plumbing	100	$ 80.00	$ 8,000.00
Electrical	100	$ 80.00	$ 8,000.00
HVAC/Refriger	100	$ 80.00	$ 8,000.00
REVIEW SERVICES:			
Plan Examiner	100	$ 95.00	$ 9,500.00
	500		$ 40,500.00
			$ 748,500.00

NOTE: The contract could be structured to reduce the turn-key percentage to 75% once permit fee revenues in a given 12-month period exceed $1,000.000.

Opening Date -- 03/18/2010
Date Reviewed -- 3/30/2010

sl

FIRM NAME:		SafeBuilt Michigan		PMI Inspection Svc	
PROPOSAL: TO PROVIDE BUILDING DEPARTMENT SERVICES FOR THE CITY OF TROY					
FOUR (4) COPIES	(Yes or No)	**Yes**		Yes	
TERMS:		**Net 30 Days**		30 days in full	
EXCEPTIONS:		**N/A**		N/A	
ACKNOWLEDGEMENT:	Signed Y or N	**Yes**		Yes	
PROPOSAL A: Fees as a % of Permit Fee Schedule		**Percentage Fee**		**Percentage Fee**	
Inspections:					
	Building	**75%**		90%	
	Plumbing	**75%**		90%	
	Electrical	**75%**		90%	
	HVAC/Refrigeration	**75%**		90%	
Review Services:					
	Plan Review	**75%**		90%	
		Hourly Rates		**Hourly Rates**	
PROPOSAL B: Personnel Rates		**Regular**	**Overtime**	**Regular**	**Overtime**
Inspectors:					
	Building	**$ 70.00**	**$ 85.00**	$ 55.00	$ 82.50
	Plumbing	**$ 80.00**	**$ 100.00**	$ 55.00	$ 82.50
	Electrical	**$ 80.00**	**$ 100.00**	$ 55.00	$ 82.50
	HVAC/Refrigeration	**$ 80.00**	**$ 100.00**	$ 55.00	$ 82.50
Review Services:		**Regular**	**Overtime**	**Regular**	**Overtime**
	Plan Examiner	**$ 95.00**	**$ 110.00**	$ 55.00	$ 82.50
Fee Schedule attached		Yes - Attachment 3		Yes - Attachment 1	
PROPOSAL C: Project Team		**Overall Availability per Week**		**Overall Availability per Week**	
Building Inspectors		**40+/Hrs**		30-40/Hrs	
Mechanical Inspectors		**40+/Hrs**		30-40/Hrs	
Plumbing Inspectors		**40+/Hrs**		30-40/Hrs	
Electrical Inspectors		**40+/Hrs**		30-40/Hrs	
Plan Analyst		**40+/Hrs**		30-40/Hrs	
		Time to Complete		**Time to Complete**	
PROPOSAL D: Time Frame to Complete Various Tasks		**First Review**	**Revisions**	**First Review**	**Revisions**
Tasks - Plan Reviews:					
	Residential	**5/Days**	**3/Days**	10-15/Days	10-15/Days
	Multiple Family	**10/Days**	**5/Days**	10-15/Days	10-15/Days
	New Commercial	**10-20/Days**	**10/Days**	10-15/Days	10-15/Days
	Commercial Alteration	**5/Days**	**3/Days**	10-15/Days	10-15/Days
	All Other Reviews	**same-5/Days**	**< 3/Days**	10-15/Days	10-15/Days
		Time to Complete		**Time to Complete**	
Tasks - Inspections:		**24/Hrs**		24/Hrs	

ATTEST:
Julie Hamilton
Mark Stimac
Debra Painter

Susan Leirstein CPPO CPPB
Purchasing Director