AGENDA STATEMENT

City of Bellaire

MEETING: City Council - Dec 21 2020
PREPARED BY: ChaVonne Sampson
DEPARTMENT: Development Services

ITEM TITLE:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Interim City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with Safebuilt Texas, LLC, for building inspection and plan review services necessary for the enforcement of the City's building codes in an estimated amount of $227,250.00 - Submitted by ChaVonne Sampson, Director of Development Services.

RECOMMENDATION:

The Director of Development Services recommends approval of the ordinance authorizing execution of an agreement with Safebuilt Texas, LLC for building inspections and plan review services.

The agreement will be for building inspections and plan review services for nine (9) months, with two (2) subsequent one-year renewal options, upon mutual agreement of the parties, and the approval of City Council.

BACKGROUND/SUMMARY:

It is necessary for the City to retain the services of an outside contractor to perform building inspections and plan review services to ensure compliance with City's Code of Ordinances. The City has utilized third-party inspections and plan reviews since 2017 through contracts with BBG Consulting Inc. (BBG).

On September 30, 2020, the City's contract with BBG for plan review and inspection services expired.

On October 5, 2020, an ordinance to enter an agreement with BBG for FY21 was included in the consent agenda. This item was removed from the consent agenda to be discussed at a later Council meeting.

On October 12, 2020, BBG withdrew their proposal for an annual contract to provide related services. The City has utilized temporary service contracts with various service providers since that time.

Under Sec. 252.022 of the Texas Local Government Code, “contracts for personal, professional, or planning services” are exempt from the requirements of competitive bidding. However, in effort to maximize exposure and obtain the most competitive service provider, the City advertised RFP# 21-005 for Professional Services, including Building Official, Building Inspector, and Plan Examiner/Reviewer.

The RFP was sent directly to twenty-two (22) firms and received two (2) proposals in response (Safebuilt Texas, LLC and BB Inspections, LLC).

Specifications of the RFP allow for the award of the contract to a single contractor or multiple, as deemed most advantageous to the City. Staff's review of the proposals according to the evaluation criteria established in the proposal (Company Experience, Qualifications, Cost, Approach, and Responsiveness to RFP) recommends Safebuilt Texas, LLC as the preferred service provider.

The adopted budget for FY21 has an estimated amount of $117,000 for building inspection and plan review services.

These services are fully covered by permit and plan review fees and administered on an as needed basis.

This agreement is terminable at will by the City providing a thirty (30) day or terminate a portion as necessary.

PREVIOUS COUNCIL ACTION:

Adopted ordinances for building inspection and plan review related services in FY17, FY18, FY19, and FY20.

FISCAL IMPACT:

This item is budgeted in FY21, with an expense in the general fund. However, due to the increase in rates from those included in the previous contract (BBG), which were also used for formulation of the FY21 budget, this item is projected to exceed budget.

Revenues generated solely by plan reviews performed by this consultant will cover expenses.

CITY ATTORNEY REVIEW:

☑ **Yes** ☐ **No**

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A STANDARD FORM OF AGREEMENT WITH SAFEBUILT TEXAS, LLC, FOR BUILDING INSPECTIONS AND PLAN REVIEW SERVICES NECESSARY FOR THE ENFORCEMENT OF THE CITY'S BUILDING CODES, IN AN AMOUNT NOT TO EXCEED $227,250.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, THAT:

1. The Interim City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with SAFEbuilt Texas, LLC, in a form as attached hereto and marked Exhibit "A," for building inspection and plan review services necessary for the enforcement of the City's building codes, in an amount not to exceed $227,250.

PASSED, APPROVED and **ADOPTED** this, the 21st day of December, 2020.

(SEAL)

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk

SIGNED:

_____
Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

_____
Alan P. Petrov
City Attorney

EXHIBIT “A”

Standard Form of Agreement

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this _____ day of _____, 20_____, by and between the **CITY OF BELLAIRE, TEXAS,** of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned Interim City Manager of the **CITY OF BELLAIRE, TEXAS,** thereunto duly authorized to do so, hereinafter referred to as **"CITY"** or **"MUNICIPALITY,"** and SAFEbuilt Texas, LLC, a limited liability company, hereinafter referred to as **"CONTRACTOR"** or **"CONSULTANT."**

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **CITY,** the **CONTRACTOR** hereby agrees with the **CITY** to commence and complete the project described as follows: Building Inspection and Plan Review Services.

All work of every kind or nature necessary to provide said services, under the terms as stated in the **CONTRACTOR'S PROPOSAL** in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked "Attachment A" all of which are made a part hereof, collectively evidence and constitute the entire **AGREEMENT**.

The **CITY** agrees to pay the **CONTRACTOR** in current funds for the performance of the **AGREEMENT** in accordance with the **CONTRACTOR'S PROPOSAL** submitted therefore which forms a part of this **AGREEMENT** and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the Interim City Manager of the **CITY** has executed this **AGREEMENT** in the year and date first above written.

CITY OF BELLAIRE, TEXAS

_____
Brant Gary,
Interim City Manager

_____
Date

IN WITNESS WHEREOF, the **CONTRACTOR**, whose name is hereinafter set out, does certify and attest that he has executed this **AGREEMENT** in his capacity as herein stated, for and on behalf of said limited liability company, and that he or she has the authority to do so.

SAFEbuilt Texas, LLC

_____
Thomas P. Wilkas, Chief Financial Officer

_____
Date

ATTACHMENT A – CONTRACTORS PROPOSAL

1. SCOPE OF SERVICES

   Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality and this Agreement, including the List of Services and Fee Schedule. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

   Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

   In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with the List of Services and Fee Schedule; however, in no event shall the Consultant pay for plan review and inspection services exceed $227,250.

4. INVOICE & PAYMENT STRUCTURE

   Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

   This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be nine (9) months.

6. TERMINATION

   Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

   All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been

completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

In the event of early termination, any monthly fee for Service shall be prorated to be for the days the Service was performed.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using 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. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant. Notwithstanding anything herein to the contrary, Consultant and its agents,

servants and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the Municipality for purposes of exercising authority granted to the Municipality by applicable law.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

B. 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 million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee.

C. 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, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.

E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than $1,000,000 combined single limit each accident.

F. Municipality shall be named as an additional insured on Consultant's insurance coverage.

G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third

parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this

Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
ChaVonne Sampson, Director of Development Services City of Bellaire 7008 South Rice Avenue Bellaire, Texas 77401 Email: csampson@bellairetx.gov	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2271.001, as amended.

29. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Texas and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. 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.

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CONTRACTOR PROPOSAL – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS
   - ✓ Municipality will issue permits and collect all fees
   - ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
   - ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically
   - ✓ Municipality will provide zoning administration for projects assigned to Consultant

3. TIME OF PERFORMANCE
   - ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
   - ✓ Plan Review and Inspection will be performed on an as-requested basis
   - ✓ Building Official will be on-site at the Municipal offices three (3) days each week for six (6) hours per day
   - ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second Comments
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under $2M in valuation)	10 business days	5 business days or less

	✓ Large commercial within	20 business days	10 business days or less

4. FEE SCHEDULE
   - ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
   - ✓ Beginning January 01, 2022 and annually thereafter, the monthly rate listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
   - ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Plan Review and Inspections Services: • Residential and Commercial • Initial plan review • Up-to two (2) re-reviews	50% of Municipal Plan Check Fee as established by ordinance or resolution
Additional Plan Review Fee – Residential & Commercial: • After two (2) re-reviews • Other Building Plan Reviews not listed	$110.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	$150.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	$100.00 per hour – two (2) hour minimum
Inspection time tracked will start when Consultant checks in at Municipality or first inspection site.	

AGENDA STATEMENT

City of Bellaire

MEETING: City Council - Nov 16 2020
PREPARED BY: ChaVonne Sampson
DEPARTMENT: Development Services

ITEM TITLE:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Interim City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with Safebuilt Texas, LLC, for Building Official services necessary for the enforcement of the City's building codes in an estimated amount of $180,000.00 - Submitted by ChaVonne Sampson, Director of Development Services.

RECOMMENDATION:

The Director of Development Services recommends approval of the ordinance authorizing execution of an agreement with Safebuilt Texas, LLC for Building Official Services.

The agreement will be for Building Official services for nine (9) months, with two (2) subsequent one-year renewal options, upon mutual agreement of the parties, and the approval of City Council.

BACKGROUND/SUMMARY:

It is necessary for the City to retain the services of an outside contractor to perform Building Official related services to ensure compliance with City's Code of Ordinances. The City has utilized a third-party Building Official through a professional services contract with BBG Consulting Inc. (BBG) since the departure of the City's Building Official from the Development Services Department in April 2020.

On September 30, 2020, the City's contract with BBG for Building Official services expired.

On October 5, 2020, an ordinance to enter an agreement with BBG for FY21 was included in the consent agenda. This item was removed from the consent agenda to be discussed at a later Council meeting.

On October 12, 2020, BBG withdrew their proposal for an annual contract to provide related services. The City has utilized temporary service contracts with various service providers since that time.

Under Sec. 252.022 of the Texas Local Government Code, “contracts for personal, professional, or planning services” are exempt from the requirements of competitive bidding. However, in effort to maximize exposure and obtain the most competitive service provider, the City advertised RFP# 21-005 for Professional Services, including Building Official, Building Inspector, and Plan Examiner/Reviewer. The RFP was sent directly to twenty-two (22) firms and received two (2) proposals in response (Safebuilt Texas, LLC and BB Inspections, LLC).

Specifications of the RFP allow for the award of the contract to a single contractor or multiple, as deemed most advantageous to the City. Staff's review of the proposals according to the evaluation criteria established in the proposal (Company Experience, Qualifications, Cost, Approach, and Responsiveness to RFP) recommends Safebuilt Texas, LLC as the preferred service provider.

The adopted budget for FY21 has an estimated amount of $105,000 for Building Official Services.

- Building Official services: $96,000
- Job Site Maintenance /SWPP/ SHPM: $9,000

This agreement is terminable at will by the City providing a thirty (30) day written notice. Therefore, Council can execute the agreement and still have the ability to modify or terminate a portion as necessary.

PREVIOUS COUNCIL ACTION:

Adopted ordinances for building inspection and plan review related services in FY17, FY18, FY19, and FY20.

FISCAL IMPACT:

This item is budgeted in FY21, with an expense in the general fund. However, due to the increase in rates from those included in the previous contract (BBG), which were also used for formulation of the FY21 budget, this item is projected to exceed budget.

CITY ATTORNEY REVIEW:

☑ **Yes** ☐ **No**

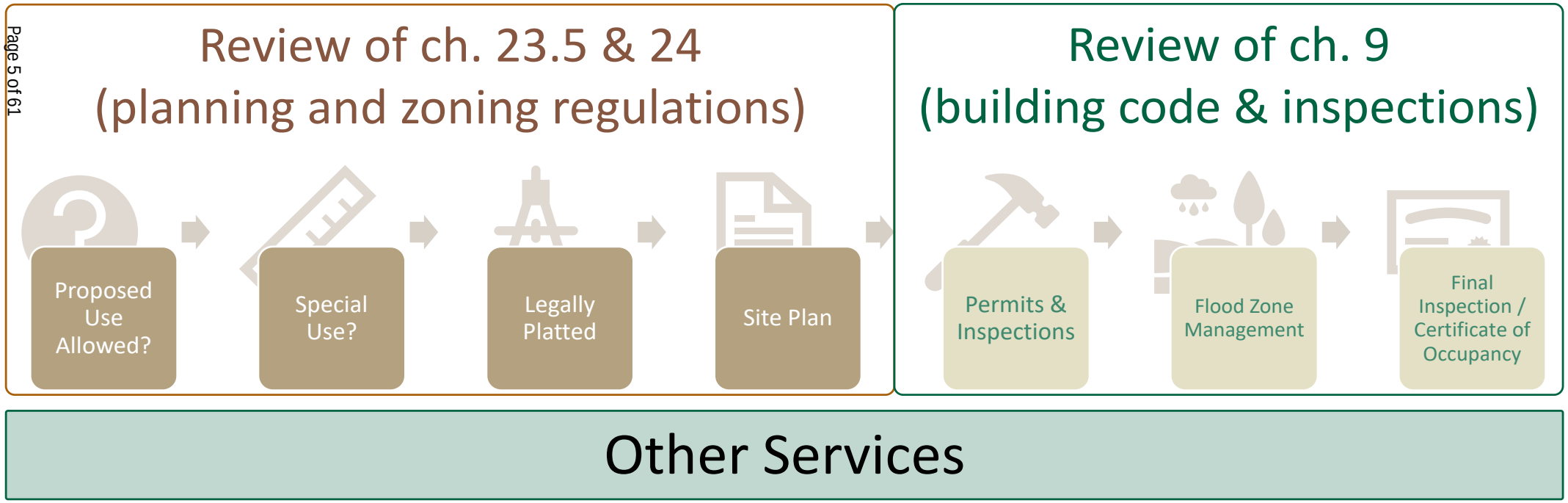
Building Official, Building Inspection, & Plan Review Services

CHAVONNE SAMPSON, DIRECTOR, DEVELOPMENT SERVICES

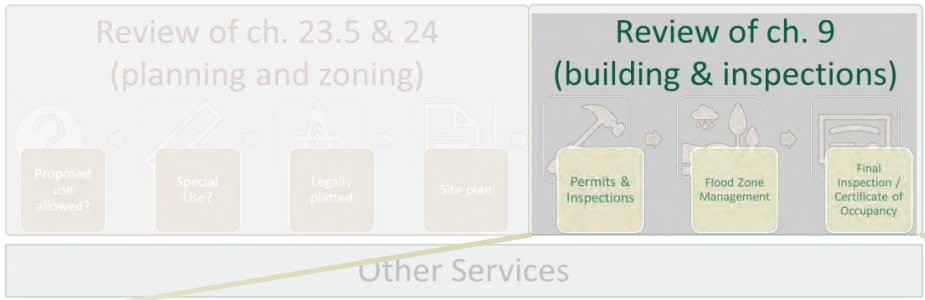
Table of Contents

- Overview
- Building Scope & Services
- Quality Program
- Background
- RFP Process and Contractor Selection
- FY21 Budgetary Impact
- Recommended Options

Overview: Development Services Process



Overview: Building Permit Process



Submit application
- Applicant

Review & Plan Check
- Permit Tech
- ***Building Official****
- ***Plan Reviewer****
- City Engineer
- Development Coordinator

Payment / Issue Permit
- Applicant
- Permit Tech
- ***Building Official****

Inspection
- Permit Tech
- ***Building Inspector****
- ***Building Official****

Final Inspection
- Permit Tech
- ***Building Inspector****
- ***Building Official****
- Development Coordinator
- City Engineer (FP)

**** Items / services covered by this contract.***

Building Scope & Services: What We Do

Building Official Responsibilities

- Oversee permitting & inspection activities
- Enforce construction site codes & requirements
- Disaster damage assessments
- ADA / TDLR compliance
- Coordination with City Engineer on floodplain development requirements
- Application and interpretation of development related codes and regulations
- Certifications / Credentials
  - Certified Building Official
  - Combination Inspector
  - Certified Floodplain Manager
  - Plumbing Inspector License
  - Plans Examiner
  - ICC Certificates
  - Backflow Certificate

Building Inspections & Plan Reviews

- Initial application acceptance (internal)
- Review of applications and submittals for building code compliance
- Coordinate / facilitate review of submittals for floodplain requirements (City Engineer)
- Perform inspections: Construction, Electrical, Plumbing, Mechanical, Signs, etc.
- Certifications / Credentials
  - Plumbing Inspector License
  - ICC Certificates
  - Plans Examiner
  - Other licenses and certifications as needed

Quality Program

Purpose: Measure and improve performance of building permit and inspection services

Approach:

1. Survey customers (applicants, contractors, developers)
2. Establish baseline performance
3. Report and coordinate with department and service provider

Background: ISO – BCEGS Rating

Insurance Service Office (ISO) - Building Code Effectiveness Grading Schedule (BCEGS):

- Evaluates a community's building code enforcement with emphasis on natural hazard mitigation

- Rate communities 1 to 10 (1 being the best)

- Ratings based on:
  - **Administration of Codes:** building code edition, zoning to mitigate natural disaster, training & certs of personnel
  - **Review of building plans:** staffing levels, qualifications, detail of plan review
  - **Field inspections:** staffing levels, qualifications, detail of inspections
  - **Other:** number of inspection permits, funding of building department, date of establishment, jurisdiction size, etc.

- **Bellaire Rating (2013 & 2018):** 4 for 1 & 2 Family Residential and for commercial & industrial

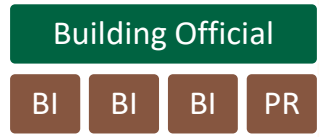
Background: Staffing and Workload Needs

Before FY17

- **Building Official:** City of Bellaire
- **Inspections & Plan Review:** City of Bellaire

FY17 – FY20 Q2

- **Building Official:** City of Bellaire
- **Inspections & Plan Review:** BBG



FY20 Q3 - Q4

- **Building Official:** BBG
- **Inspections & Plan Review:** BBG

FY21 Q1

- **Building Official:** ● **Oct-Nov:** BBG ● **Nov-Dec:** Safebuilt
- **Inspections & Plan Review:** ● **Oct-Nov:** BBG ● **Nov-Dec:** AG|CM

Employee **Contractor**

RFP Process and Contractor Selection

NOV 17 & 24: RFP advertised

NOV 18: 22 Firms emailed

DEC 2: Solicitation ended

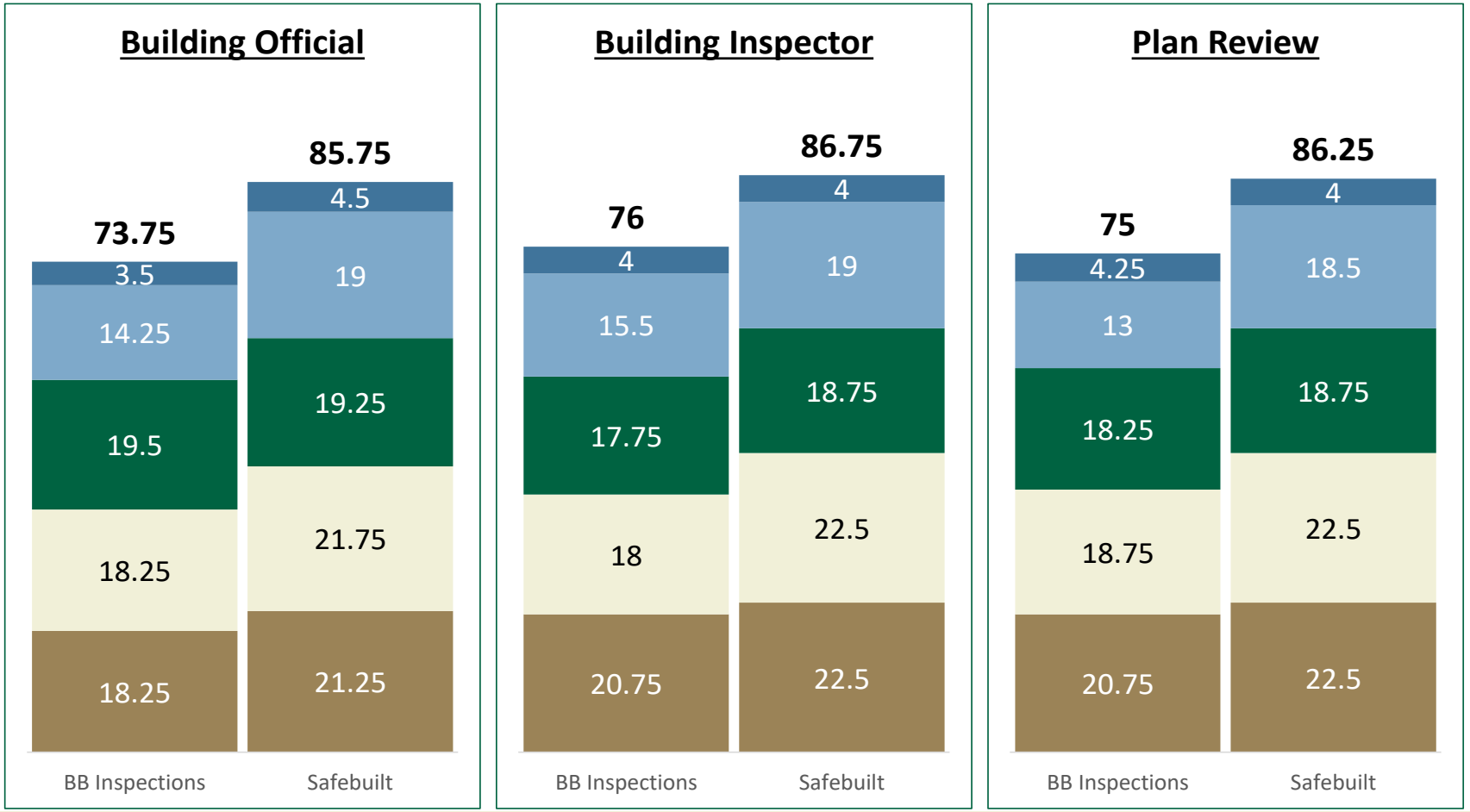
DEC 2-4: Evaluation

Selection Criteria	%	Description
Responsiveness	**5**	Completeness of proposal according to the requirements
Approach	**20**	Describe how the company will provide services to meet the demands of the City of Bellaire
Cost	**25**	Cost proposal for all services requested
Qualifications	**25**	Organizational chart, specific names of personnel, resumes and licenses and certificates
Company Experience	**25**	The overall ability and capability of the company to perform the required services, based on personnel, past work history, and other information submitted
Total	**100**	

RFP Process and Contractor Selection

Selection Criteria	%
Responsiveness	5
Approach	20
Cost	25
Qualifications	25
Experience	25
Total	**100**

Firm	Total
BB Inspections	224.75
Safebuilt	258.75



FY21 Budgetary Impact: Cost of Services

Category	Annual Cost	Notes
Building Inspections & Plan review	$303,000	Building Inspection & Plan Review Residential New= $161K Residential Remodel= $94K Commercial New= $48K
Building Official Services (includes supplemental services)	$240,000	Building Official Duties Commercial Remodel= $95K General Inspections (1,250)= $56K
Total	**$543,000**	($136,000 per quarter)

FY21 Budgetary Impact: Options

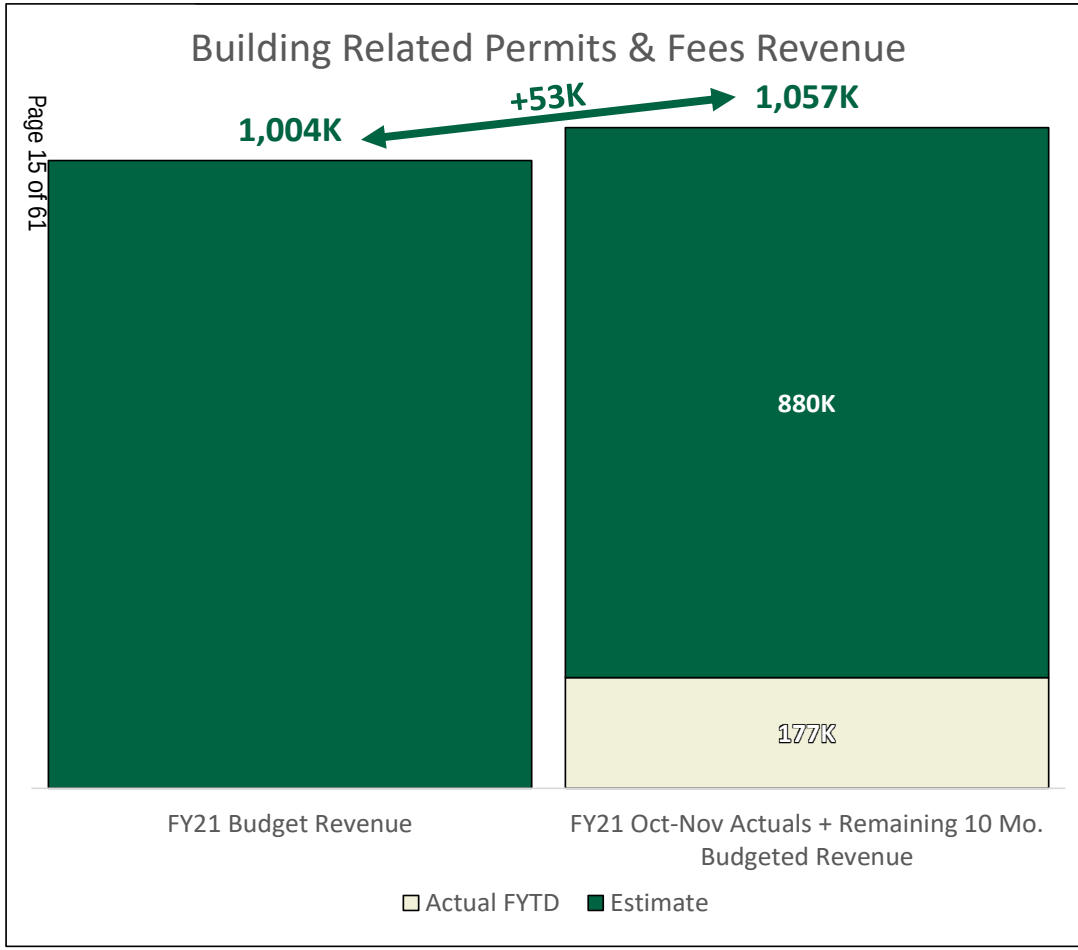
Option 1: Combo A (In-House & Contracted Services)	Annual Cost	Notes
Building Official Services (1 FTE)	$120,000	
Building Inspections (1 FTE) / Plan Review (1 FTE)	$160,000	**Benefits:** Leader is City Employee | City has staff to cover priorities | only pay for service rendered (inspections)
Building Inspections / Plan Review (supplemental support)	$175,000	
Misc. Expenses (tools, equip., computer, support, vehicle, etc.)	$10,000	**Challenges:** Finding quality talent @ rate (BO & BI / PR) | communication
Total	**$465,000**	

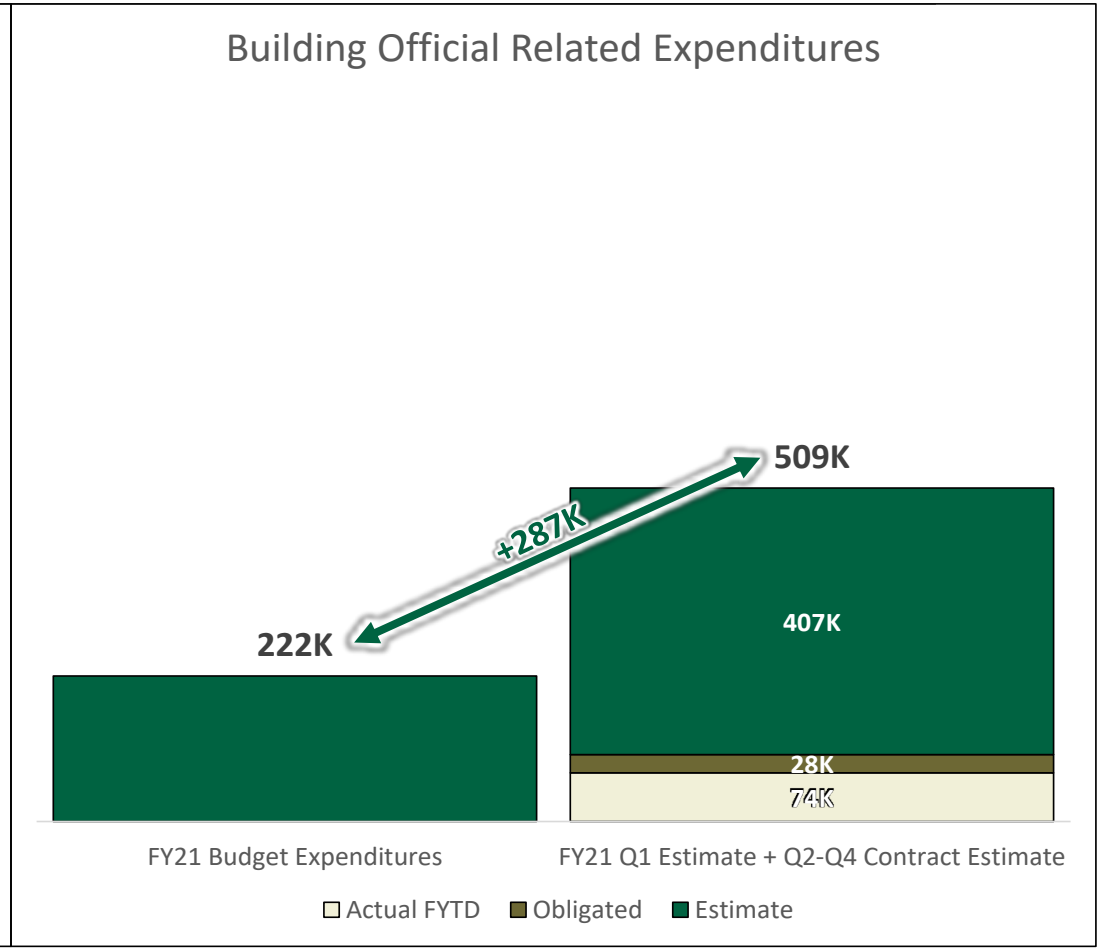
Option 2: Contracted Services	Annual Cost	Notes
Building Official Services (includes supplemental support)	$240,000	**Benefits:** Flexibility | only pay for service rendered | larger pool of resources | No HR related cost (training / recruiting / etc.)
Building Inspections / Plan Review	$303,000	
Total	**$543,000**	**Challenges:** Long-term commitment | communication | control of turnover | inconsistent process

Option 3: In-House	Annual Cost	Notes
Building Official Services (1 FTE)	$120,000	**Benefits:** Stability | mutual interest | growth & opportunity | process development | direction | organizational understanding
Building Inspections / Plan Review / Deputy BO (3.5 FTEs)	$295,000	
Building Inspections / Plan Review (supplemental support)	$50,000	**Challenges:** Finding quality talent @ rate / in-market | Absence issues | Turnover | Scalability
Misc. Expenses (tools, equip., computer, support, vehicle, etc.)	$15,000	
Total	**$480,000**	

Option 4: Combo B (In-House & Contracted Services)	Annual Cost	Notes
Building Official Services (1 FTE)	$120,000	
Building Inspections / Plan Review (RN, RR, CN)	$303,000	**Benefits:** Leader is City Employee | only pay for service rendered (inspections)
Building Inspections / Plan Review (CR, 1,250 general inspections)	$151,000	**Challenges:** Finding quality talent @ rate (BO) | communication | control of turnover | inconsistent process
Misc. Expenses (tools, equip., computer, support, vehicle, etc.)	$7,000	
Total	**$581,000**	

FY21 Budgetary Impact





Reference FY21 budget line items 4102 - 4106, 4122, 4123, 4130

Reference Incode Departmental Expenditures for FY21 budget line item 3016

FY21 Budgetary Impact: Summary & Possible Solutions

FY21 Estimated Fiscal Impact

- Estimated increase in FY revenues: $53K
- Estimated increase in FY expenditures: $287K
- Current estimated FY fiscal impact: -$234K

Possible Actions to Address Fiscal Impact

- Continue to monitor overall general fund activity
  - Make decision in Q3 / Q4 regarding most up-to-date fiscal impact

Possible Budget Amendment

- Would include Covid related expenses and reimbursements
- Fee study findings will allow for Council direction to staff regarding development fees
  - Goal could be to not subsidize development related expenses (preserve structural balance)

Recommended Options

Option #1 –

- Award contact for Building Official ($180K) & Building Inspection/Plan Review ($227K) for remainder of FY21
- Incorporate Council budget priorities in approach for FY22
- Continue with contractual services consistent with FY22 budget priorities

Option #2 –

- Award contract on quarterly basis for all services
  - $60K / qtr. Building Official
  - $76K / qtr. Building Inspection/Plan Review
- Incorporate amended Council budget priorities for remainder of FY21 and FY22
- Continue with contractual services until adjustments in operations can be made to match amended budget priorities

A. COVER PAGE

City of Bellaire

RFP # 21-005

FOR BUILDING OFFICIAL, BUILDING INSPECTOR, PLAN EXAMINER SERVICES AND REVIEWER

COPY

City of Bellaire, Texas

Wednesday, December 02, 2020

Lee Swain

Business Development Executive
214.471.7675
lswain@safebuilt.com

Mike Scoggins

Texas Business Development Representative
281.761.1994
mscoggins@safebuilt.com

SAFEbuilt Texas, LLC
832 Sandy Lane Fort Worth, TX 76120, 817.496.9396

B. Statement of Interest

Wednesday, December 2, 2020

SAFEbuilt Texas
Regional Office
832 Sandy Lane, Fort
Worth, TX 76120

Bellaire, Texas – City Hall
Office of the City Clerk
7008 S. Rice Avenue
Bellaire, Texas 77401-4495

Dear Mr. Bryan Carroll:

SAFEbuilt Texas, LLC (SAFEbuilt) is pleased to present our proposal in response to the Request for Proposal (RFP) No. 21-005 for Professional Services, including Building Official, Building Inspector, and Plan Examiner/Reviewer for the City of Bellaire, Texas. Accurate and timely Building Department Services are critical to helping support City development. SAFEbuilt provides efficient and effective solutions with proven methods that deliver high customer satisfaction at a reasonable cost.

SAFEbuilt is delighted that you have selected us to serve as your interim Building Services provider. This will give you the opportunity to see for yourself the value that SAFEbuilt can bring to the City of Bellaire. We earnestly hope that you will be impressed enough by our performance and the quality of our services to transition into a long-term partnership.

In order to provide your community with quality services, it is essential to choose a company with demonstrated abilities, capable of fully managing Building Services. Our long-term experience with many Texas communities provides SAFEbuilt a thorough working knowledge of the requirements and expectations of the City. Our previous work highlights our technical expertise to perform these services in a timely, well-qualified, and resourceful manner.

SAFEbuilt is your local partner with the capacity to customize services to meet your needs. We ensure your program will operate seamlessly, delivering the solutions your community needs in a manner that elected officials, City staff, stakeholders, and citizens desire and deserve.

We take this opportunity to reassure you that the team we present in this proposal will be fully available to the City of Bellaire for this contract's duration. We also commit to fulfilling the timeframes and turnaround times that we present in this proposal. Further, we attest to the truth and accuracy of the content presented in this proposal. The services of this contract will derive from our regional office, located in Fort Worth, Texas.

Our proposal details our services, qualifications, and fees for delivering outstanding Building Department Services to the City. We enthusiastically present this proposal for your review and evaluation. Thank you for taking the time to assess our proposal. Mr. Lee Swain, Business Development Executive, will be your main point of contact for any questions or clarifications. He can be reached at 214.471.7675 or lswain@safebuilt.com.

Best Regards,

Matt Royer, Chief Commercial Officer
SAFEbuilt, LLC

D. Overall Approach & Methodology

Working together with the City of Bellaire, we will deliver the services you need efficiently, accurately, on-time and within your budget. Our team of professional service providers brings the right experience and qualifications to assure contract success.

APPROACH TO PROJECT MANAGEMENT

Close coordination and frequent communication are critical to successfully managing fluctuating workloads. SAFEbuilt's long-standing practice of partnering with City staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunications and minor mishaps.

Project Management Plan

Our Project Management Plan begins with applying our philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework, illustrated in Figure 1, is based on our team's experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Figure 1: The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

Using the PECO framework, the SAFEbuilt team delivers a contract management approach that combines the right people, processes, and tools to perform the Scope of Work requirements. Our support for the City of Bellaire requires a methodology to operate and maintain all areas of service efficiently. The SAFEbuilt team's process is structured to streamline our resources and provide responsive services. Successful execution of building support services starts with a responsive team structure that can anticipate and address resource needs.

Our team works on multiple tasks simultaneously, and our organizational structure supports the staff to oversee this process effectively. Our Project Managers, Mr. Kurt Kasson and Mr. Lee Swain will ensure overall project performance and completion. At the same time, our Building Official, Mr. Manny Villarreal, will manage the day-to-day business providing excellent services to complete each work order. Mr. Swain and Mr. Kasson will serve as back-up Building Officials to Mr. Villarreal, as needed.

Monthly Contract Status Reports by Work Order

SAFEbuilt's Project Managers produce a schedule and budget, then generate a report measuring our progress against that schedule. Further, they provide information that measures the percent of the expended budget and where the budget spending occurs. They will supply these reports monthly. Comparing the work accomplished with scheduled activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

All Contract-Related Correspondence

SAFEbuilt agrees to participate in all required coordination meetings. When requested by the City, our team works to coordinate meetings if City staff feel it will result in better communication and streamlined workflow. This may include all stakeholders involved in projects to discuss and develop plans.

APPROACH TO SERVICES

With our expert personnel and decades of experience, we have the qualifications and means to meet the City's objectives to retain a third-party private provider for building official, building inspection, and plan review services to support the City. We have a history of customer confidence and a reputation for delivering services on-time and on-budget.

We recognize the importance of staying on schedule and keeping up with the City's volume of permits. SAFEbuilt is ready to help the City stay on top of inspections and plan reviews and keep current with permits.

Before beginning any building consulting services work, all staff familiarize themselves with the City's adopted codes and any amendments to ensure they meet all compliance standards. SAFEbuilt operations conduct plumbing, mechanical, energy, electrical, fire-resistive rated construction, fuel gas, accessibility and framing, and other complex and routine inspections for building-related permits both on a full-time and a supplemental basis. Our inspections are based on your adopted codes, adopted amendments throughout the various stages of construction.

Figure 2: SAFEbuilt uses best practices to meet each contract's service requirements, managing projects effectively and efficiently.

Our plan review professionals use best practices to meet each municipality's service requirements, managing projects effectively and efficiently.

Examples of previous inspection and plan review projects include high-rise buildings, casinos, regional shopping centers, hotels, resorts, hospitals, sports arenas, detention facilities, police stations, fire stations, city halls, libraries, schools, industrial facilities, hazardous occupancies, trash recycling, essential facilities, unreinforced masonry seismic upgrades, residential projects, tenant improvements, and remodels.

Building Official Services

SAFEbuilt's Building Official (BO) is the primary point of contact for the City. This position provides all of the support you have come to expect from a traditional Building Official position. He reports directly to the City staff member selected by the City. This position works closely with your other departments to coordinate efforts to ensure we act as a seamless extension of your staff. He attends staff, board, and council meetings as required and mutually agreed upon and conducts the planning commission presentation. As the office's technical lead, the BO is a resource for other SAFEbuilt team members, City staff, and applicants to help guide citizens through the code complexities. The BO closely monitors changes to the codes and any state or local requirements and determines how they may impact projects in the area. The BO oversees our quality assurance program and makes sure that we are meeting our agreed-upon performance measurements and your expectations.

The SAFEbuilt BO will perform all services as described in the Building Official Scope of Work. Some highlights of the BO responsibilities include the following:

- Manage and assist with administration of building department
- Provide training for our inspectors on City adopted codes and local amendments as needed
- Make recommendations regarding local amendments
- Coordinate with other City Departments
- Attend City staff and council meetings as required and agreed upon
- Conduct regular internal staff meetings
- Attend review, pre-submittal, and construction meetings
- Perform Building Inspector and Plan Examiner/Reviewer responsibilities when needed
- City and applicant satisfaction
- Work with City staff to establish and/or refine building department and rental housing processes
- Provide Building Code interpretations for final approval
- Serve as the main point of contact from SAFEbuilt for the City of Bellaire
- Consultation on building codes, flood plain administration, development or other issues
- Remain informed of current developments and procedures pertinent to staff, development, activities and services; code changes, review procedures and recommend changes if needed
- Review special flood hazard area permit applications
- Issue violation notices/stop work orders as needed
- Attend pre-construction meetings, as needed, and as scheduled by the City before construction begins
- Approve or deny various construction permits after consulting with City authorities regulating local site requirements
- Review possible nuisances related to building codes
- Meet all job safety requirements and OSHA safety standards
- Examine, prepare, and maintain various work-related documents and prepare correspondence
- Manage and track daily operations for monthly reporting and quality assurance
- Perform simple “walk-in” plan review and code consultation over the counter during regular business hours or by appointment
- Complete employee evaluations in a timely manner
- Monthly activity, fee collection and other reports, as required
- Provide quality control review of building inspections
- Address known performance gaps in real-time, when possible
- Handle and resolve applicant issues
- Provide emergency and after-hours inspection and reports of properties or structures, as needed
- Provide code interpretations for Inspectors and City Officials
- Review state-mandated reports prepared by the City

Building Inspection Services

Our inspection staff recognizes that an educational, informative approach is the most effective way to improve the customer's experience. The following details highlight the critical factors that are taken into account when SAFEbuilt performs inspections.

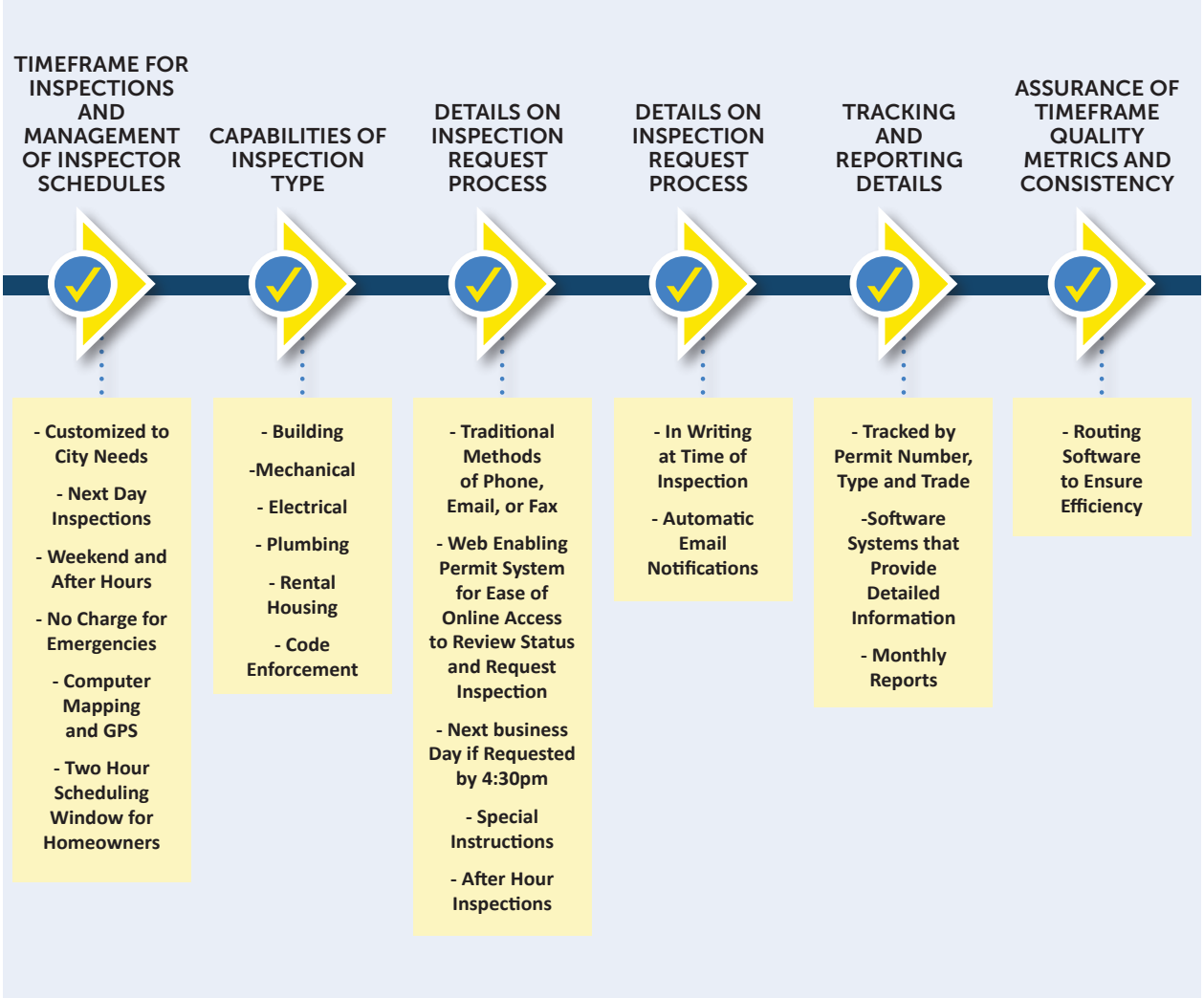


Figure 3: Building Inspection Services Processes

We sit down with the City to establish a customized Inspection Notification Process. SAFEbuilt offers next day inspections for any request received by 4:30 PM on the previous business day. We offer weekend and after-hours inspections on a scheduled basis for an additional fee. SAFEbuilt uses a routing program that uses computer mapping and GPS to route inspections efficiently. Homeowners who pull a permit may call to schedule an appointment window of two-hours to minimize the time they need to be home.

SAFEbuilt operations conduct Building, Mechanical, Electrical, and Plumbing Inspections for building-related permits. We also conduct Rental Housing and Code Enforcement Inspections. Our inspection lists are developed based on the adopted codes, as well as specific requirements from the City. SAFEbuilt Inspectors will provide all services as identified in the Building Inspector's Scope of Work. Some highlights of the Building Inspector's responsibilities include the following:

- Review assigned inspections prior to beginning the day. Follow-up with any customers as applicable and obtain all required materials
- Approve or deny permits, installation, or construction
- Efficiently plan and route inspections based on requested items
- Wear/display proper identification
- Adhere to the AM/PM or specified time inspection requests
- Notify the contractor/homeowner prior to arrival
- Perform inspections for the City of Bellaire while exercising CDC-recommended COVID prevention tactics
- Use inspection checklists and code books to enforce conditions for discretionary permits
- Verify approved plans are on site
- Verify construction has not deviated from approved plans
- Result inspections in the field
- Review the reports and comments on site
- Send qualified inspectors for special investigations
- Conduct research as required for special investigations
- Return all messages (phone and email) from prior day/night
- Meet all job safety requirements and OSHA safety standards
- Operate field equipment
- Address and resolve issues from residents and development community
- Examine, prepare and maintain various work-related documents
- Prepare correspondence
- Attend meetings as requested

Plan Examiner / Reviewer Services

SAFEbuilt ensures submittals are properly coordinated and tracked by following an established internal plan check process. Each plan is entered into our database, processed, and returned to the client on time. Our plan tracking procedures track each submittal throughout the review process and maintain accurate and comprehensive records. Figure 4 shows our Plan Review Process.

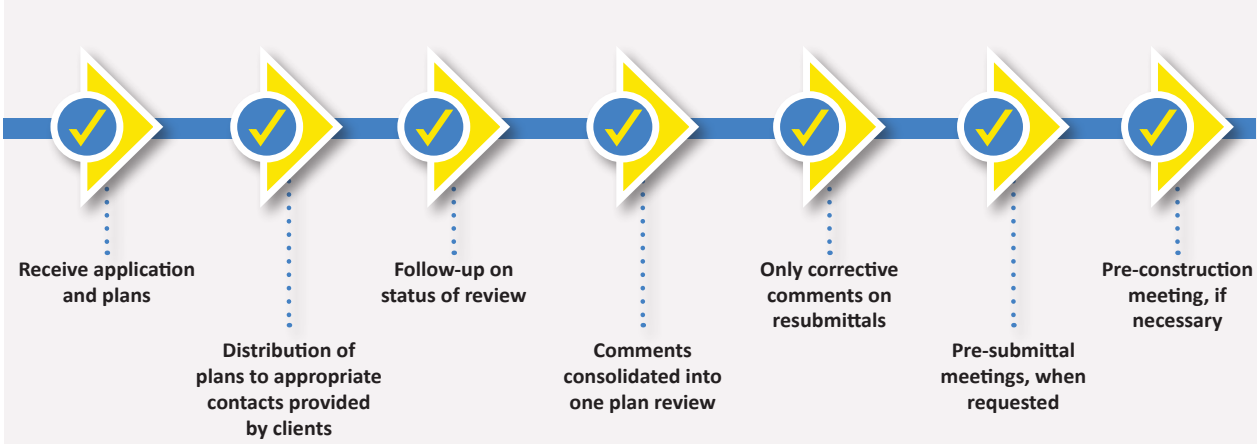


Figure 4: Plan Review Process

SAFEbuilt Plan Examiners/Reviewers will provide all services identified in the Plan Examiners/Reviewers' Scope of Work. Some highlights of the Plan Examiners/Reviewers responsibilities include the following:

- Screen and log each submittal to ensure timely routing to the appropriate plan reviewer
- Double check each submittal when received to make certain it is full and complete
- Review submittals for compliance with all relevant State and City of Bellaire requirements. The log serves as a tracking device to ensure turnaround times and completeness of the review
- Conduct plan reviews in accordance with Local, State and Federal regulations, as well as all codes and ordinances in effect for the City of Bellaire. On larger more complex projects, preliminary consultations are provided to the applicant upon request to assist and guide them in the design and plans preparation process
- Information shown on each permit application is verified. Construction valuation is based on information provided and compared to estimates provided
- Utilize electronic plan review. Hard copy plans are reviewed in guaranteed turnaround times
- Transmit plans with Bluebeam
- Return all emails/voicemails within 24 hours
- Determine scope of project prior to plan review
- Conduct pre-plan review meetings, as necessary
- Review all construction documents and plan set
- Utilize compliance checklists during plan reviews
- Provide the following in plan review letter –
  - » Cite the applicable construction drawing sheet number(s)
  - » Note code section(s) and provide the code language
  - » Provide a brief, but concise comment explaining the identified issues
- Return approved plans/associated documentation to applicant in a timely and professional manner.
- Provide design advice only in the context of achieving code compliance (written and verbal communication)
- Perform plan reviews within specified timeframes
- Communicate valuation/fee updates to Permit Technician/City

Plan Review Turnaround Times

The following table outlines SAFEbuilt's proposed plan review turnaround times for the City:

TABLE 2. PLAN CHECK TURNAROUND TIMES		
TYPE OF PROJECT	**INITIAL CHECK**	**RECHECK**
Single Family Dwelling	5 working days or less	5 working days or less
Tenant Improvements	5 working days or less	5 working days or less
Apartments	10 working days or less	5 working days or less
Commercial/Industrial	10 working days or less	5 working days or less
Fire Code Review	10 working days or less	5 working days or less
Large Commercial – over $15M	15 working days or less	5 working days or less

*Expedited review available at mutually agreed upon turnaround

E. Experience by Scope of Work

SAFEbuilt has extensive experience working with communities of similar size, with similar needs. Our team is ready to seamlessly provide the City of Bellaire with Building Official, Building Inspection, and Plan Examiner / Review services, continuing your positive image with residents and business.

Although the City has its own distinct characteristics and needs, our work in other communities throughout Texas has prepared us well to work with you. In total, we have 105 contracts with 90 clients in the State of Texas, and 104 of those contracts include the services requested by this contract as part of their scope. With our far-reaching presence in the state, you can be confident that we can perform the work.

TRINITY TERRACE RIVER TOWER ADDITION AND PARKING GARAGE EXPANSION – FORT WORTH, TEXAS

The 292, 779 SF River Tower provides space for 79 independent living apartments, ranging from 1,450 SF to 3,300 SF. The 22-story tower includes 12 penthouses on three levels, a memory care wing, 17 assisted living apartments, and a restaurant. Extensions from the Terrace Tower hospital and assisted living floors are included in the River Tower.

The project included a 117,517 SF parking garage remodel and expansion.

SIMILARITIES TO THIS CONTRACT:
SAFEbuilt's scope included building, mechanical, electrical, and plumbing plan reviews and inspections. SAFEbuilt also performed inspections of the site utilities, including water sewer undergrounds, reinforced concrete, and storm sewer installation.

PERIOD OF PERFORMANCE	PROJECT MANAGER	SUPERINTENDENT
2014-2016	2014-2016	Natalie Pagano
ORIGINAL CONTRACT AMOUNT	**FINAL CONTRACT AMOUNT**	**INCONSISTENCIES**
$225,567.25	$225,567.25	None
PROPOSED COMPLETION DATE	**ACTUAL COMPLETION DATE**	**INCONSISTENCIES**
2016	2016	None
PROJECT OWNER	**REPRESENTATIVE**	**PHONE/EMAIL**
Manhattan Construction	Natalie Pagano	817.916.1201 | npagano@manhattanconstruction.com

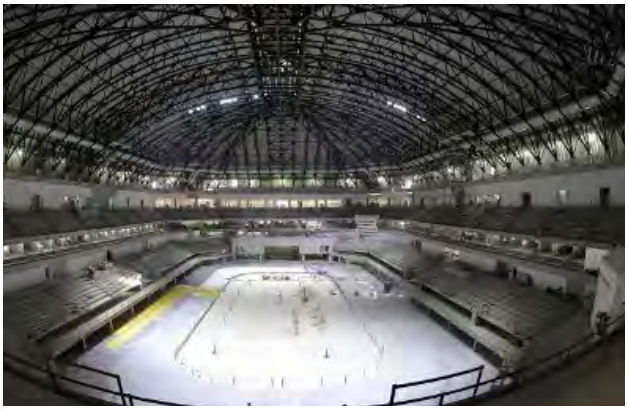
FORT WORTH MULTIPURPOSE ARENA AND PARKING GARAGE – FORT WORTH, TEXAS

Sited on the Will Roger's Memorial Center campus in Fort Worth's Cultural District, the new arena, now known as the Dickies Arena, hosts the annual Fort Worth Stock Show and Rodeo, providing additional seating and premium amenities compared to the existing facility. The 560,000 SF Dickies Arena is complemented by a 156,000 SF livestock support building that adjoins at the event level. A 215,000 SF landscaped plaza sits above the event level and livestock facilities, with excellent views of the Will Roger's campus and downtown Fort Worth.

Beyond the much-beloved Stock Show & Rodeo, Dickies Arena is designed to host hockey, family shows, NCAA regulation basketball tournaments, and concerts. Its flexible, three-level seating bowl provides 9,000 seats for the rodeo, with capacity increasing to 14,000 for center-stage concerts. The Dickies Arena includes two premium entertainment clubs near the north and south entrances, two party suites, 36 suites, 32 loge boxes, arena rigging to accommodate modern entertainment shows, and 75 concession points of sale, and the latest in fan entertainment and communication technology.

The new Dickies Arena is supported by a 2,200-car parking garage along with an 85,000 SF underground, multi-purpose event and equine warm-up building, all organized on a three-acre outdoor green space plaza.

SIMILARITIES TO THIS CONTRACT:
SAFEbuilt performed the building, mechanical, electrical, and plumbing plan review and inspections for this City of Fort Worth project. We also performed the site utility inspections and plan review. Our construction inspection scope was private water, sewer, and storm drains along with reinforced concrete inspections, flatwork, and fire lane inspections.



PERIOD OF PERFORMANCE	PROJECT MANAGER	SUPERINTENDENT
2017-2019	Manny Villarreal	Scott Bennett
ORIGINAL CONTRACT AMOUNT	**FINAL CONTRACT AMOUNT**	**INCONSISTENCIES**
$193,920.33	$193,920.33	None
PROPOSED COMPLETION DATE	**ACTUAL COMPLETION DATE**	**INCONSISTENCIES**
2019	2019	None
PROJECT OWNER	**REPRESENTATIVE**	**PHONE/EMAIL**
The Beck Group	Scott Bennett	817.255.7800 | sbennett@beckgroup.com

AMAZON FULFILLMENT CENTER – FORT WORTH, TEXAS

The 1,392,871 SF warehouse and distribution facility for Amazon houses nearly 10 miles of conveyor belts to move products from one side of the facility to the other while unmanned, automated guide vehicles transport items around the center. The 3,000 employees who work at the facility pick, pack, and ship smaller customer items, such as books, electronics, and toys.

The facility, located near Fort Worth's Alliance Airport, was tailored specifically to Amazon Air's larger-scale regional needs. Unlike other gateways and facilities within Amazon Air's network, the regional air hub includes sortation capabilities and infrastructure to handle multiple flights daily.

SIMILARITIES TO THIS CONTRACT:
SAFEbuilt performed building, mechanical, electrical, and plumbing inspections also construction inspections on the public water and sewer undergrounds, site storm sewer, reinforced concrete, and paving. The project was completed on time and within budget.

PERIOD OF PERFORMANCE	PROJECT MANAGER	SUPERINTENDENT
2016-2018	Manny Villarreal	Scott Bennett
ORIGINAL CONTRACT AMOUNT	**FINAL CONTRACT AMOUNT**	**INCONSISTENCIES**
$121,322.36	$121,322.36	None
PROPOSED COMPLETION DATE	**ACTUAL COMPLETION DATE**	**INCONSISTENCIES**
2018	2018	None
PROJECT OWNER	**REPRESENTATIVE**	**PHONE/EMAIL**
Trammell Crow	Scott Ellerman	214.863.3315 | sellerman@trammellcrow.com

REFERENCES

CITY OF KATY
Supplemental Building Inspections
Elaine Lutringer, Director of Public Works
901 Avenue C, Katy, TX 77492
281.391.4829
elutringer@cityofkaty.com

CITY OF WOLFFORTH
Full Building Department Services
Darrell Newsom, City Manager
302 Main Street, Wolfforth, TX 79382
806.855.4120
dnewsom@wolfforthtx.us

TOWN OF NORTHLAKE
Full Building Department Services
Drew Corn, Development Services Director
1500 Common Circle, Suite 300, Northlake, TX 76226
940.242.5703
dcorn@townofnorthlake.tx.us

CITY OF LEWISVILLE
Supplemental Inspection Services
Jeremy Booker, Building Official
151 W. Church Street, Lewisville, TX 75029-9002
972.219.3781
jbooker@cityoflewisville.com

TOWN OF ARGYLE*
Full Building Department Services
David Hawkins, Director of Community Development
308 Denton Street, Argyle, TX 76226
940.464.7273
dhawkins@argyletx.com

* See the Letter of Reference from David Hawkins, Director of Community Development for the Town of Argyle, Texas at the end of this section.

EXPERIENCE WITH PROVIDING THESE SERVICES FOR THE CITY

SAFEbuilt is currently serving as the interim building services provider for the City of Bellaire. We began providing these services for the City beginning on November 17, 2020 and this contract will conclude on January 16, 2021.

PERTINENT BACKGROUND INFORMATION

In November 1992, SAFEbuilt began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical and consulting services in 29 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan review for several communities in Northern Colorado, our areas of service have expanded over the past 28 years to include:

- Full Service and Supplemental Building Department Operations
- Residential, Commercial, and Industrial Plan Review
- Building, Mechanical, Electrical, and Plumbing Inspection
- Fire Plan Review
- Code Enforcement
- Permit Technician
- Certified Building Official
- Community Development Automation Software
- Expedited Plan Review, Inspections, and Engineering for Special Projects
- Housing Authority Inspections
- Planning and Zoning Services
- Disaster Recovery

Over the decades, our capacity has grown to nearly 1,400+ full-time employees, providing flexibility and economy of scale to nearly 1,000+ communities like yours.

LETTER OF REFERENCE

A recent letter of reference provided by David Hawkins, Director of Community Development for the Town of Argyle, Texas is included on the following page.

November 20, 2020

Lee Swain
ICC Combination Residential/Commercial Inspector
SAFEbuilt/Countywide/Winston Services
3755 Precision Dr., Suite 140
Loveland, CO 80538

Re: Letter of Reference

To Whom It May Concern:

I am the Director of Community Development for the Town of Argyle, Texas. SAFEBuilt has been contracted with the Town of Argyle since July 2019 to provide plan and permit reviews and inspection services for all of our residential and commercial developments. This company and its employees are very knowledgeable of the current building codes and development trends, offer a high quality of responsive customer service to the Town, its citizens, and the development community. They provide timely reviews and inspections and maintain a high level of communication to keep us apprised of any issues or concerns. I would recommend this company for any plan review and inspection services to any municipality that is in need of this service.

If there are any questions, please contact me at (940) 464-7273.

Sincerely,

David Hawkins
Director of Community Development

TOWN OF ARGYLE COMMUNITY DEVELOPMENT DEPARTMENT
Office: (940)-464-7273 Fax: (940)464-7274
P.O. Box 609 308 Denton Street E
Argyle, Texas 76226

F. Firm Resources & Staff

Due to our far reach across the State of Texas, we can use staff when and where needed, adjusting our service levels based on need. Hiring and retaining qualified staff is the foundation for any successful technical and customer-centric operation. Through our work with similar communities in Texas, as well as our valued staff longevity, you can be assured that our team will provide the necessary resources, expertise, and customer-focused attitude throughout the contract.

ABILITY TO PROVIDE EXPERIENCED AND QUALIFIED PERSONNEL

Our work model provides flexibility when managing workloads. During peak times, we only work with contractual clients. As a result, we have never missed agreed upon plan review or inspection times. We can call upon plan reviewers and inspectors from our other projects in Texas, if needed, and from other surrounding states as well, to meet the City's short-term needs.

Refer to Figure 5. A Building Official, a Building Inspector, and a Plans Examiner will always be available per the City's requirements. The Building Official role has two back-up personnel to support when needed. SAFEbuilt is providing two Building Inspectors, Mr. David Garner with Mr. Don Frizzell also functioning as a Lead Plan Examiner / Reviewer. Mr. Kasson, Mr. Swain, and Mr. Villarreal are all qualified to provide back-up support for this role when needed. Mr. Frizzell will serve in the Lead Plan Examiner / Reviewer and supporting inspector role to Mr. Garner. Mr. Kasson, Mr. Swain, and Mr. Villarreal are all qualified to support Mr. Frizzell as back-up. Further, SAFEbuilt has a national team of Plans Examiners who can provide additional support when needed.

NOTE: All proposed Building Officials are State of Texas licensed Plumbing Inspectors, as required by the RFP. As such, they can perform Customer Service Inspections to look for any potential cross-connections with potable water. They can also inspect for lead contamination in existing potable water systems by using swabs to examine the flux and solder content.

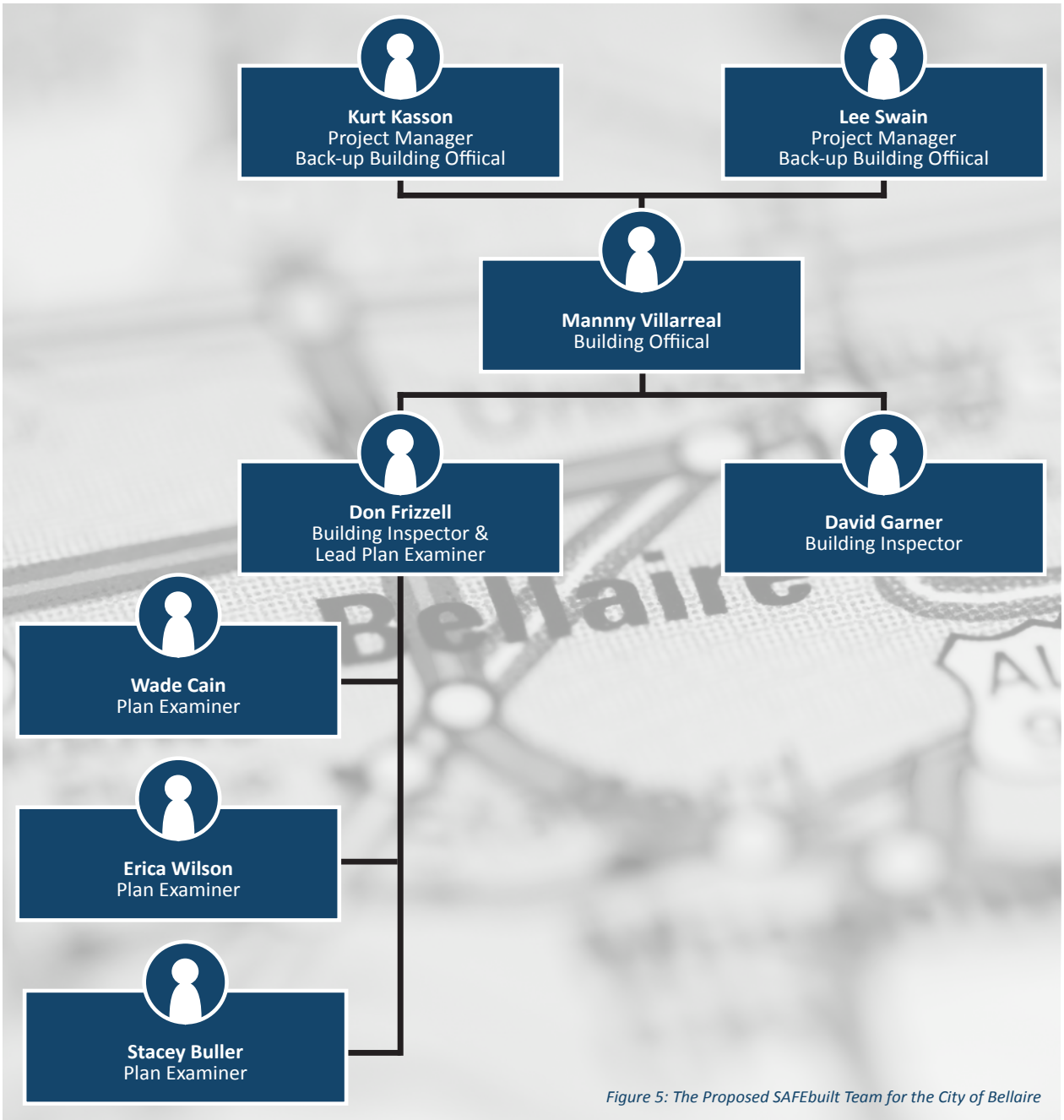


Figure 5: The Proposed SAFEbuilt Team for the City of Bellaire

Per the requirements of the RFP, all proposed staff are:

- ✓ Knowledgeable of local and State laws and regulations governing electrical, mechanical, plumbing, building, and fire standards
- ✓ Knowledgeable of adopted construction codes and standards, and ability to apply knowledge to ensure all inspected construction is compliant
- ✓ Knowledgeable of modern principles and practices of civil engineering as applied to review of construction documents

Lee Swain – Project Manager / Back-Up Building Official

Mr. Lee Swain joined SAFEbuilt in 2018. Mr. Swain brings a wealth of industry knowledge to his role. He currently serves as Business Development Executive for the State of Texas and manages the work from our regional office in Fort Worth, Texas.

Mr. Swain brings 23 years' experience to his role. He is also an experienced law enforcement officer and a veteran of the U.S. Marine Corps.

Per the RFP, Mr. Swain exceeds the minimum requirements for five years performing continuous building and planning related services.

BUILDING OFFICIAL CERTIFICATIONS / CREDENTIALS	
1. Certified Building Official	✓
2. Combination Inspector	
3. Certified Floodplain Manager (desired)	
4. Texas State Plumbing Inspector License	✓ # TSBPE 2519
5. Valid Class C Driver's License	✓
6. Plans Examiner	
7. ICC Certificates	✓ See List
8. Backflow Certificate	

Work Experience

- **Client Liaison/Multiple Leadership Roles,** SAFEbuilt, LLC | 2018 to Present
- **Inspection Services Manager, Business Development Manager,** Bureau Veritas | 2004 to 2018
- **Code Enforcement Officer,** City of Anna (Part-Time) | 2003 to 2010
- **Building Inspector,** City of Anna | 2003 to 2004
- **Building Inspector,** City of Carrollton | 2003 to 2004
- **Building Inspector,** City of Frisco | 1999 to 2003
- **Home Inspector,** Home Tech Residential Inspections | 1997 to 1999
- **Police Officer,** Fayetteville Police Department | 1993 to 1997
- **Detention Deputy,** Wake County Sheriff's Department | 1991 to 1993
- **Marine,** United States Marine Corps | 1986 to 1991

Licenses and Certifications

- ✓ Texas State Licensed Plumbing Inspector
- ✓ Texas State Medical Gas Endorsement
- ✓ Texas State MRFPS Endorsement
- ✓ Texas State Licensed Residential Wireman Electrician
- ✓ Texas State Licensed Code Enforcement Officer
- ✓ ICC Residential Combination Inspector
- ✓ ICC Residential Electrical Inspector
- ✓ ICC Residential Plumbing Inspector
- ✓ ICC Residential Mechanical Inspector
- ✓ ICC Residential Building Inspector
- ✓ ICC Residential Energy Inspector/Plans Examiner
- ✓ ICC Commercial Combination Inspector
- ✓ ICC Commercial Mechanical Inspector
- ✓ ICC Commercial Plumbing Inspector
- ✓ ICC Commercial Building Inspector
- ✓ ICC Commercial Energy Inspector
- ✓ ICC Commercial Electrical Inspector
- ✓ ICC Plumbing Plans Examiner
- ✓ TREC Licensed Residential Inspector
- ✓ Certified Vocational Instructor

Kurt Kasson – Project Manager / Back-Up Building Official

Mr. Kurt Kasson will serve as a Project Manager and Back-Up Building Official for the City of Bellaire. Mr. Kasson joined SAFEbuilt in March of this year, serving in multiple roles, including Certified Building Official, Project Manager, and Texas State Operations Manager. Mr. Kasson brings 25 years of industry experience to support this contract for the City.

Per the RFP, Mr. Kasson exceeds the minimum requirements for five years performing continuous building and planning related services.

BUILDING OFFICIAL CERTIFICATIONS / CREDENTIALS	
1. Certified Building Official	✓
2. Combination Inspector	
3. Certified Floodplain Manager (desired)	
4. Texas State Plumbing Inspector License	✓ # TSBPE 2174
5. Valid Class C Driver's License	✓
6. Plans Examiner	
7. ICC Certificates	✓ See List
8. Backflow Certificate	

Work Experience

- **CBO, Project Manager, Texas State Operations Manager,** SAFEbuilt, LLC | 3/2020 to Present
- **Building Official, CBO Assistant Director of Community Development,** City of Allen | 2012 to 2020
- **Building Official, CBO,** Planning and Development Department for the City of Euless | 1995 to 2012
- **Inspection Services Supervisor,** City of Euless | 1999 to 2000
- **Inspector I,** City of Euless | 1996 to 1999
- **Inspector I,** Building Inspector / Code Enforcement Officer, City of Euless | 1995 to 1996
- **Maintenance Tech,** City of Euless | 1995 to 1995
- **Supervisor – Post-Tension Cable Manufacturing and Cable Stressing,** Dywidag Systems International | 1990 to 1995
- **Extrusion Manufacturer of Insulated Windows,** Allmetal Incl | 1979 to 1990

Licenses and Certifications

- ✓ Texas State Licensed Plumbing Inspector
- ✓ Texas State Licensed Code Enforcement Officer
- ✓ Texas State Licensed Fire Inspector
- ✓ ICC Plumbing Inspector
- ✓ ICC Certified Building Official
- ✓ Refrigerant Recovery Certified

Education and Training

- Basic Electricity Course, North Lake Community College
- Certified Service Tech and System Design, Lindsay Cooper Refrigeration School

Manny Villarreal – Building Official

Manny offers 14 years of experience in the building and construction industry. Several major projects where he has performed inspections include DFW International Airport, Cowboy Stadium, and Freedom Crossing at Fort Bliss. He has extensive residential inspection experience. He reviews construction documents to ensure that such documents comply with adopted ordinances and meet the National Building Codes' intent.

Per the RFP, Mr. Villarreal exceeds the minimum requirements for five years performing continuous building and planning related services.

BUILDING OFFICIAL CERTIFICATIONS / CREDENTIALS	
1. Certified Building Official	✓
2. Combination Inspector	
3. Certified Floodplain Manager (desired)	
4. Texas State Plumbing Inspector License	✓ # TSBPE 2
5. Valid Class C Driver's License	✓
6. Plans Examiner	
7. ICC Certificates	✓ See List
8. Backflow Certificate	

Work Experience

- Master Electrician / Project Manager / Building Official, SAFEbuilt, LLC | 2018 to Present
- Building Inspector, Bureau Veritas | 2016 to 2018
- Senior Inspector, DFW International Airport | 2009 to 2016

Licenses and Certifications

- ✓ Texas State Licensed Plumbing Inspector
- ✓ Texas State Licensed Master Electrician
- ✓ Texas State Licensed A/C Technician
- ✓ ICC Accessibility Inspector / Plans Examiner
- ✓ ICC Building Code Official
- ✓ ICC Building Inspector
- ✓ ICC Building Inspector UBC
- ✓ ICC Building Plans Examiner
- ✓ ICC Building Plans Examiner UBC
- ✓ ICC Certified Building Official
- ✓ ICC Combination Dwelling Inspector- Uniform Codes
- ✓ ICC Combination Inspector
- ✓ ICC Combination Inspector-Uniform Codes
- ✓ ICC Commercial Building Inspector
- ✓ ICC Commercial Combination Inspector
- ✓ ICC Property Maintenance & Housing Inspector
- ✓ ICC Residential Building Inspector
- ✓ ICC Residential Electrical Inspector
- ✓ ICC Residential Combination Inspector
- ✓ ICC Residential Energy Inspector / Plans Examiner
- ✓ ICC Residential Mechanical Inspector
- ✓ ICC Commercial Electrical Inspector
- ✓ ICC Commercial Mechanical Inspector
- ✓ ICC Commercial Plumbing Inspector
- ✓ ICC Electrical Inspector
- ✓ ICC Housing Code Official
- ✓ ICC Residential Plumbing Inspector
- ✓ ICC Master Code Professional
- ✓ ICC Mechanical Inspector
- ✓ ICC Mechanical Inspector UBC
- ✓ ICC Mechanical Plans Examiner
- ✓ ICC Plumbing Code Official
- ✓ ICC Plumbing Inspector
- ✓ ICC Plumbing Inspector UPC
- ✓ ICC Plumbing Plans Inspector

The **Master Code Professional** (MCP™) is the highest level of designation the International Code Council (ICC) offers. The ICC has certified thousands of individuals, but only a small select number have attained this high achievement level. Manny Villarreal has achieved MCP certification status.

David Garner – Building Inspector

David joined SAFEbuilt in August of 2020 as a Building Inspector. He brings over 20 years' experience and achievements to the Bellaire team. He has specialized experience in commercial, industrial, and new construction, warranty, and repair of plumbing systems. Mr. Garner is frequently recognized and awarded repeatedly for outstanding performance and compliance.

Mr. Garner exceeds the minimum requirements for one year, continuously performing building and planning related services.

BUILDING OFFICIAL CERTIFICATIONS / CREDENTIALS	
1. Texas State Plumbing Inspector License	✓ TSBPE #3715
2. Valid Class C Driver's License	✓
3. ICC Certifications	✓ See List

Work Experience

- **Building Inspector,** SAFEbuilt, LLC | 2020 to Present
- **Field Representative,** Texas State Board of Plumbing Examiners | 2018 to 2020
- **Plumber / Foreman,** UAPP Local Union 68 | 1998 to 2020
- **Maintenance Supervisor,** State of Texas HHSC Brenham SSLC | 2017 to 2018
- **Fabricator,** CW Krueger Construction | 2015 to 2016

Licenses and Certifications

- ✓ ICC Residential Plumbing Inspector
- ✓ ICC Commercial Building Inspector
- ✓ Texas Journeyman (#37593), Master (#41164) and Inspectors (#3715) Plumbing Licenses with Med Gas and MPRFSS endorsements M-41164 and I-3715
- ✓ CLEAR certified investigator- 2019
- ✓ ICC P1 and B2 certifications

Education and Training

- **Computer-Aided Drafting, Design, & Specifications,** Texas A&M University, College Station, TX
- **Houston Area Plumbers Joint Apprenticeship Council,** Houston, TX - 5-year program of on-the-job training and classroom-based education of all plumbing systems. Top graduate & perfect attendance for all five years of apprenticeship, 1998-2003.

Don Frizzell – Building Inspector and Plan Examiner / Reviewer

Mr. Don Frizzell has been with SAFEbuilt since 2018. Mr. Frizzell has 33 years of experience as a Senior Building Inspector. His expertise includes combination inspections on residential, commercial, and industrial buildings, including schools and state colleges. Mr. Frizzell also has 5+ years' experience as a Building Plans Examiner.
Per the RFP, Mr. Frizzell exceeds the minimum requirements for one year, continuously performing building and planning related services. He also exceeds the minimum requirement for three years of plan review experience.

BUILDING OFFICIAL CERTIFICATIONS / CREDENTIALS	
1. Texas State Plumbing Inspector License	✓ TSBPE #2394
2. Valid Class C Driver's License	✓
3. ICC Certifications	✓ See List
PLAN EXAMINER / REVIEWER CERTIFICATIONS / CREDENTIALS	
1. Standard Building Plans Examiner	✓

Work Experience

- **Building Inspector / Plans Examiner,** SAFEbuilt, LLC | 2018 to Present
- **Building Inspector,** City of Pearland, TX | 2000 to 2018
- **Building Inspector,** City of Beeville, TX | 1997 to 2000
- **Building Inspector,** City of Sugar Land, TX | 1990 to 1997
- **Building Inspector,** City of Rosenburg, TX | 1987 to 1990
- **Plans Examiner,** City of Sugar Land TX | 1990 to 1997
- **Plans Examiner,** City of Rosenburg, TX | 1987 to 1990

Licenses and Certifications

- ✓ ICC Building Plans Examiner
- ✓ ICC Commercial Building Inspector
- ✓ ICC Residential Building Inspector
- ✓ ICC Residential Electrical Inspector
- ✓ ICC Residential Mechanical Inspector
- ✓ ICC Residential Plumbing Inspector
- ✓ ICC Plumbing Inspector

Wade Cain–Plan Examiner / Reviewer

Mr. Wade Cain has been with SAFEbuilt since 2020. Mr. Cain has 15 years of industry experience, with four years of experience as a Plans Examiner.

Per the RFP, Mr. Cain exceeds the minimum requirements for one year, continuously performing building and planning related services.

PLAN EXAMINER / REVIEWER CERTIFICATIONS / CREDENTIALS	
1. Standard Building Plans Examiner	✓

Work Experience

- **Plans Examiner,** SAFEbuilt, LLC | 2020 to Present
- **Plans Examiner,** City of Allen, TX | 2019 to 2020
- **Construction Electrician,** Marshall Electric | 2018 to 2019
- **Occupancy Structural Inspector,** City of Houston, TX | 2016 to 2018
- **Senior Plan Analyst,** City of Houston, TX | 2013 to 2016
- **Drain Inspector,** Boone County Surveyor's Office, TX | 2005 to 2013

Licenses and Certifications

- ✓ ICC Building Plans Examiner
- ✓ ICC Commercial Building Inspector
- ✓ ICC Commercial Plumbing Inspector
- ✓ ICC Residential Mechanical Inspector
- ✓ ICC Residential Plumbing Inspector
- ✓ ICC Plumbing Plans Examiner
- ✓ ICC Plumbing Inspector
- ✓ ICC Commercial Energy Plans Examiner
- ✓ ICC Residential Energy Inspector / Plans Examiner
- ✓ ICC Commercial Energy Inspector
- ✓ ICC Commercial Mechanical Inspector
- ✓ ICC Mechanical Plans Examiner
- ✓ ICC Mechanical Inspector

Erica Wilson – Plan Examiner / Reviewer

Erica joined SAFEbuilt in 2019 and has seven years' experience as a Plans Examiner and Permit Technician. Ms. Wilson has three years' previous experience as a Plans Examiner for the City of Arlington, Texas. As a Senior Plans Examiner for the City of Arlington, Ms. Wilson was responsible for reviewing and approving large-scale commercial projects. She also reviewed residential building plans for compliance with local ordinances and International Residential Code requirements. Additionally, she has three years' experience as a Permit Technician for the City of Southlake, Texas. Per the RFP, Ms. Wilson exceeds the minimum requirements for one year, continuously performing building and planning related services.

PLAN EXAMINER / REVIEWER CERTIFICATIONS / CREDENTIALS	
1. Standard Building Plans Examiner	✓

Work Experience

- **Plans Examiner / Permit Technician,** SAFEbuilt, LLC | 2019 to Present
- **Senior Plans Examiner,** City of Arlington, TX | 2017 to 2019
- **Plans Examiner,** City of Arlington, TX | 2016 to 2017
- **Permit Technician,** City of Southlake, TX | 2013 to 2016
- **Project Manager,** FTI Groups | 2013 to 2013
- **Search Engine Evaluator,** Leapforce, Inc | 2011 to 2013

Licenses and Certifications

- ✓ ICC Residential Plans Examiner
- ✓ ICC Permit Technician
- ✓ ICC Residential Energy Inspector / Plans Examiner
- ✓ ICC Commercial Energy Plans Examiner
- ✓ ICC Building Plans Examiner
- ✓ Texas State Fire Inspector I, II, and Plans Examiner

Stacey Buller – Plan Examiner / Reviewer

Ms. Stacey Buller joined SAFEbuilt in 2019 and has six years' experience as a Plans Examiner and Permit Technician. Prior to joining SAFEbuilt, Stacey served as a Plans Examiner for the Texas cities of Addison and Southlake, and as a Permit Technician for the City of Southlake. Per the RFP, Ms. Buller exceeds the minimum requirements for one year, continuously performing building and planning related services.

PLAN EXAMINER / REVIEWER CERTIFICATIONS / CREDENTIALS	
1. Standard Building Plans Examiner	✓

Work Experience

- **Plans Examiner,** SAFEbuilt, LLC | 2019 to Present
- **Plans Examiner,** Town of Addison, TX | 2018 to 2019
- **Plans Examiner,** City of Southlake, TX | 2014 to 2018
- **Permit Technician,** City of Southlake, TX | 2011 to 2014
- **Office Assistant,** City of Southlake, TX | 2010 to 2011

Licenses and Certifications

✓ ICC Permit Technician
✓ ICC Building Plans Examiner

G. Quality Assurance

SAFEbuilt prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk.

To ensure quality, SAFEbuilt has implemented a Quality Control (QC) program where our Project Managers perform random quality evaluations of our staff throughout the year. SAFEbuilt's QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- Our Project Managers conduct periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Periodic peer review of others' plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- Project Managers conduct periodic check-ins with clients for feedback on satisfaction with work performed and services provided.
- Send periodic customer satisfaction surveys for feedback on work performed and services provided.
- SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.

Given SAFEbuilt's comprehensive approach to management and plan review, the probability of risk is low. As part of our QC&A process, we ensure that SAFEbuilt standards are met. We involve the City in the entire process to maintain transparency.

In addition to the routing and tracking systems used for plan review, staff regularly receive training to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs.

To further mitigate risk, we follow an iterative process comprised of planning implementation and progress monitoring. The steps are shown in Figure 5.

Our plan for program success is to eliminate or reduce the risks identified by the process described above. Adjustments in technical steps and schedule may achieve this. If necessary, the next step is minimizing the likelihood and impact of risk. It is unlikely for risk to reach this level. Yet, we are prepared to implement additional mitigation strategies, such as switching out staff, reviewing best practices, adjusting schedules, and increasing the frequency of peer review.

Figure 6: SAFEbuilt's plan review process is used throughout the contract for early identification and mitigation of program risks.

SAFEbuilt's Quality Assurance Manual is provided as Exhibit A to this proposal.

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A STANDARD FORM OF AGREEMENT WITH SAFEBUILT TEXAS, LLC, FOR BUILDING OFFICIAL SERVICES NECESSARY FOR THE ENFORCEMENT OF THE CITY'S BUILDING CODES, IN AN AMOUNT NOT TO EXCEED $180,000.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, THAT:

1. The Interim City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with SAFEbuilt Texas, LLC, in a form as attached hereto and marked Exhibit "A," for Building Official services necessary for the enforcement of the City's building codes, in an amount not to exceed $180,000.00.

PASSED, APPROVED and **ADOPTED** this, the 21st day of December, 2020.

(SEAL)

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk

SIGNED:

_____
Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

_____
Alan P. Petrov
City Attorney

EXHIBIT “A”

Standard Form of Agreement

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this _____ day of _____, 20_____, by and between the **CITY OF BELLAIRE, TEXAS,** of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned Interim City Manager of the **CITY OF BELLAIRE, TEXAS,** thereunto duly authorized to do so, hereinafter referred to as **"CITY"** or **"MUNICIPALITY,"** and SAFEbuilt Texas, LLC, a limited liability company, hereinafter referred to as **"CONTRACTOR"** or **"CONSULTANT."**

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **CITY,** the **CONTRACTOR** hereby agrees with the **CITY** to commence and complete the project described as follows: Building Official Services.

All work of every kind or nature necessary to provide said services, under the terms as stated in the **CONTRACTOR'S PROPOSAL** in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked "Attachment A" all of which are made a part hereof, collectively evidence and constitute the entire **AGREEMENT**.

The **CITY** agrees to pay the **CONTRACTOR** in current funds for the performance of the **AGREEMENT** in accordance with the **CONTRACTOR'S PROPOSAL** submitted therefore which forms a part of this **AGREEMENT** and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the Interim City Manager of the **CITY** has executed this **AGREEMENT** in the year and date first above written.

CITY OF BELLAIRE, TEXAS

_____
Brant Gary,
Interim City Manager

_____
Date

IN WITNESS WHEREOF, the **CONTRACTOR**, whose name is hereinafter set out, does certify and attest that he has executed this **AGREEMENT** in his capacity as herein stated, for and on behalf of said limited liability company, and that he or she has the authority to do so.

SAFEbuilt Texas, LLC

_____
Thomas P. Wilkas, Chief Financial Officer

_____
Date

ATTACHMENT A – CONTRACTORS PROPOSAL

1. SCOPE OF SERVICES

   Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality and this Agreement, including the List of Services and Fee Schedule. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

   Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

   In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with the List of Services and Fee Schedule; however, in no event shall the Consultant pay for plan Building Official services exceed $180,000.

4. INVOICE & PAYMENT STRUCTURE

   Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

   This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be nine (9) months.

6. TERMINATION

   Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

   All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been

completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

In the event of early termination, any monthly fee for Service shall be prorated to be for the days the Service was performed.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using 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. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant. Notwithstanding anything herein to the contrary, Consultant and its agents,

servants and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the Municipality for purposes of exercising authority granted to the Municipality by applicable law.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

B. 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 million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee.

C. 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, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.

E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than $1,000,000 combined single limit each accident.

F. Municipality shall be named as an additional insured on Consultant's insurance coverage.

G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third

parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this

Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
ChaVonne Sampson, Director of Development Services City of Bellaire 7008 South Rice Avenue Bellaire, Texas 77401 Email: csampson@bellairetx.gov	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2271.001, as amended.

29. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Texas and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. 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.

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CONTRACTOR PROPOSAL – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS
   - ✓ Municipality will issue permits and collect all fees
   - ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
   - ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically
   - ✓ Municipality will provide zoning administration for projects assigned to Consultant

3. TIME OF PERFORMANCE
   - ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
   - ✓ Plan Review and Inspection will be performed on an as-requested basis
   - ✓ Building Official will be on-site at the Municipal offices three (3) days each week for six (6) hours per day
   - ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second Comments
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under $2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

4. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2022 and annually thereafter, the monthly rate listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Building Official Services • On-site at the Municipal offices five (5) days each week for eight (8) hours per day	$20,000 per month