



**TOWN OF MILLIKEN  
TOWN BOARD OF TRUSTEES  
AGENDA MEMORANDUM**

To: Mayor Tokunaga and Town Board of Trustees	Meeting Date:
From: Martha Perkins, Community Development Director	Wednesday, January 14, 2015
Via: Kent Brown, Town Administrator	

Agenda Item #	Action: <b>X</b>	Discussion:	Information:
Agenda Title: Consideration of Approval of an Agreement by and Between the Town of Milliken and SAFEbuilt Colorado, Inc. for Building Department Services for the Town			
Attachments: Proposed Agreement RFP #19-2014 Building Services RFP Comparison SAFEbuilt Performance Reports for 2013 and 2014 Building Permit Fee Comparison (as completed by Hudson, CO)			

**PURPOSE**

To review and consider approval of an Agreement by and Between the Town of Milliken and SAFEbuilt Colorado, Inc. to provide a full range of building department services for the Town in 2015, as requested in RFP #19-2014.

**BACKGROUND**

For the past two years (2013 & 2014), the Town has contracted with SAFEbuilt Colorado to provide a full range of building department services. During that time new single family building permits increased from 37 in 2013 to over 90 in 2014 resulting in an increase of building permit revenues from \$111,830 to over \$220,000, respectively. The 2015 Budget is based on an estimated 80 new home permits and Building Permit Fees of \$253,000.

Town Staff has been satisfied with the level of service and support provided by SAFEbuilt, particularly considering the dramatic rise in the level of building activity the Town has experienced and the remarkable level of support provided during, and in the aftermath of, the flood in September, 2013.

During the development of the 2015 Budget, the Board directed Staff to draft a new Request for Proposals (RFP) for Building Department Services to solicit bids from potential Building Department contractors to determine the current options available.

Accordingly, in November 2014, Town Staff prepared a Request for Proposals (RFP #19-2014) for building inspection and plan review services in an effort to

again assess current market conditions for contract building services. The Town received ten requests for the RFP and, ultimately, four (4) formal proposals were submitted by the deadline of November 21<sup>st</sup>. Staff interviewed three of the companies which responded the week of December 15, 2014.

The staff rated each applicant based on experience, level of service, total cost, and the operational impact to the staff and to the community. Two of the candidates proposed to use Meritage permitting and licensing software; however, it was included in the cost of one and considered an added cost for the other. The third candidate proposed to use in-house proprietary software without a plan for migrating the existing data, which would add significant cost to the transition. Two of the candidates provided a lot of depth and experience in their staff to provide back-up plan review and inspection services for the Building Official and the other candidate had only one back-up person for plan review and inspections who also works as an employee for another municipality. All of the candidates were willing to do either AM or PM inspections with a call ahead to the homeowners.

After evaluating these factors, Staff is recommending that the Board of Trustees retain SAFEbuilt Colorado, Inc. for building services.

### **BUDGET IMPLICATIONS**

The Town's Proposed Budget for 2015 includes the cost of building services \$177,100 at the 80% rate currently being paid by the Town to SAFEbuilt Colorado, Inc. SAFEbuilt Colorado, Inc. will continue to provide the following at no additional cost to the Town:

1. Meritage Permit Software
2. Contractor Connect – This is a software module that will allow contractors to request permits and inspections online as well as track a permit in the plan review process and view inspection results in real time
3. Staff training on the ICC Codes and Software

### **RECOMMENDATION**

After a thorough review of the four proposals, and three personal interviews, Staff recommends continuing the services of SAFEbuilt Colorado, Inc. for full building department services starting February 1, 2015 through the attached proposed contract.

The initial term of this Agreement shall be twelve (12) months and will automatically renew on an annual basis for four (4) additional twelve (12) month terms unless prior notification is delivered to either party two (2) months in advance of any renewal dates of this Agreement.

Either party to this Agreement may terminate this Agreement without cause upon two (2) months written notice to the other party. If such termination does occur, all structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if

the Municipality so requests, provided that the work to reach such completion and finalization does not exceed three (3) months after final termination of the Agreement. The Municipality shall pay all outstanding fees owed to the Contractor for the work accomplished to the date of termination within thirty (30) days of receipt of final invoice.

#### **SUGESTED MOTION**

"I move to approve the Agreement by and Between the Town of Milliken and SAFEbuilt Colorado, Inc. for Building Department Services for 2015."

**AN AGREEMENT BY AND BETWEEN THE TOWN OF MILLIKEN, COLORADO,  
AND Safe Built Colorado, Inc.  
FOR BUILDING DEPARTMENT SERVICES**

THIS AGREEMENT FOR BUILDING DEPARTMENT SERVICES (hereinafter referred to as this "Agreement") is effective the 1<sup>st</sup> day of February, 2015. The parties to this Agreement are the Town of Milliken, a Colorado municipal corporation, (hereinafter referred to as the "Municipality"), and Safe Built Colorado, Inc., a Colorado corporation, (hereinafter referred to as the "Corporation").

WHEREAS, the Municipality wishes to employ the Corporation for any and all plan review and building inspection services; and,

WHEREAS, the Corporation wishes to provide such services; and,

WHEREAS, in order to clearly set forth the responsibilities, powers, and rights of each of the parties, the Municipality and the Corporation desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the recitals, promises, and covenants herein set forth, and any other good and valuable consideration receipted for, the parties agree as follows:

1. The Municipality authorizes the Corporation to perform all required plan reviews and inspections of buildings and structures within the incorporated boundaries of the Municipality based upon the Municipality's adopted Building Code, Mechanical Code, Plumbing Code, Electrical Code; and any other adopted codes and amendments or applicable State and Federal requirements, and other Municipality adopted regulations, standards, and requirements related to building construction (collectively, the "**Municipality's Codes**").
2. The services to be provided by the Corporation to the Municipality are listed in Attachment A – List of Services Provided by SAFEbuilt for Town of Milliken and consist generally of the services to be provided by a Building Department ("Services"). Services may be added, deleted, or modified from time to time if jointly agreed upon by both parties. The parties further agree that the fees listed in "Attachment B – Fee Schedule for Building Department Services Provided by SAFEbuilt may be modified if jointly agreed upon in writing by both parties. Amendment to services or fee schedule shall be in accordance with Municipality's policies and procedures.
3. The Corporation shall utilize the Municipality's Codes as its governing criteria in all plan reviews and inspections performed by the Corporation. The Corporation shall, from time to time, at the request of the Municipality or as deemed appropriate by the Corporation, make recommendations for improvements, updates, additions, or deletions to the Municipality's Codes to maintain the building standards desired by the Municipality.
4. In consideration of the Corporation providing such services, the Municipality shall pay the Corporation for the services performed in accordance with the fee schedule included herein as Attachment B – Fee Schedule for Building Department Services Provided by SAFEbuilt. All fees will be billed and submitted by the Corporation to the Municipality on a monthly basis. The Municipality will use its best efforts and diligence in paying all bills and invoices received by the Municipality and, where the bill or invoice is complete and accurate, the Municipality shall pay such bill or invoice within thirty (30) days of receipt by the Municipality.

5. For the purposes of providing the building department services described herein, the Municipality appoints the Corporation as the primary building official for the Municipality and grants the Corporation all rights and privileges established by ordinance or statute for this position.
6. The Corporation shall investigate complaints of Municipal Code violations when directed by an administrative officer of the Municipality or the Board. Following such investigation, the Corporation shall report to the Municipality's Chief Administrative Officer and shall provide a written summary of such investigation to the Chief Administrative Officer. At the request of the Municipality and upon approval of the Corporation, and subject to payment at the rate identified on "Attachment B" for such services, the Corporation shall assist the Municipality in pursuing administrative, criminal, and/or civil remedies against any violator of the Municipality's Codes including but not limited to, providing testimony by Corporation inspectors in any proceedings regarding the violation.
7. The Corporation is and shall be an independent contractor and not an agent of the Municipality. Any provisions in this Agreement that may appear to give the Municipality the right to direct the Corporation as to details of doing work or to exercise a measure of control over the work mean that the Corporation shall follow the direction of the Municipality as to end results of the work only. As an independent contractor, the Corporation and anyone employed by the Corporation is not entitled to workers' compensation benefits except as provided by the Corporation nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Corporation or some other entity. The Municipality shall not be liable for the direct payment of any salaries, wages, payroll taxes, unemployment benefits, or any and all other forms or types of compensation or benefit to any personnel performing inspection Services herein for said Municipality. The Corporation acknowledges that neither it nor its employees are covered by the Municipality's Workers' Compensation policy. Accordingly, the Corporation acknowledges and agrees that the Corporation is statutorily required to have in place, make available, and provide Workers' Compensation insurance for all of its employees.
8. The compensation set forth in Exhibit B shall be inclusive of all costs of any nature associated with the Corporation's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, expenses, and outside consultant or subcontractor fees. As the Corporation is an independent contractor, the 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 inspection services for the Municipality under this Agreement.
9. Insurance
  - 9.1 The Corporation agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Corporation pursuant to this Agreement. Insurance shall be in addition to other insurance requirements imposed by law.
  - 9.2 At a minimum, the Corporation shall procure and maintain, and shall cause any subcontractor of the Corporation to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the 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. Certificates of insurance shall be provided to the Municipality at no cost ten (10) days prior to the effective date of this Agreement and one (1) month prior to any renewal period of this Agreement. Failure to obtain or maintain insurance shall not limit, prevent, preclude, excuse, or modify any liability of the Corporation arising from performance or non-performance of this Agreement. The Corporation shall be solely responsible for any deductible losses.
    - 9.2.1 Worker's Compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum

limits of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) disease – policy limit, and one hundred thousand dollars (\$100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

9.2.2 Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractor, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

9.2.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Hundred Thousand Dollars (\$100,000) each occurrence with respect to each of the Corporation's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests' provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Municipality as Certificate Holder and name the Municipality, and its elected officials, officers, employees and agents as additional insured parties.

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

10. The Corporation agrees to indemnify and hold harmless the Municipality and its officers, insurers, volunteers, representatives, agents, employees and assigns from and against all claims, liability, damages, losses, expenses and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property damage, which arise out of the negligent act, omission, error, professional error, mistake, negligence, or other negligent act of the Corporation, any sub consultant of the Corporation, or any officer, employee, representative or agent of the Corporation or sub consultant of the Corporation; or which arise out of any worker's compensation claim of any employee of the Corporation or of any employee of any sub consultant of the Corporation. In any and all claims against the Municipality or any of its officers, insurers, volunteers, representatives, agents, employees or assigns, by any employee of the Corporation, any sub consultant of the Corporation, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Corporation or any sub consultant under worker's compensation actions, disability benefit acts or other employee benefit acts. In the event it becomes necessary for the Municipality to bring any action to enforce any provision of this Agreement or to recover any damages the Municipality may incur as a result of the breach of this Agreement, including, but not limited to, defective work, and the Municipality prevails in such litigation, the Corporation shall pay the Municipality its reasonable attorneys' fees as determined by the court.
11. If the Municipality's ordinances or codes adopted by the Municipality do not specify when a permit expires, the Corporation will remove from active status (expire) all permits that have been inactive for a period greater than six (6) months. Inactive permits are those where work has been suspended, abandoned, or no

inspections have been requested; and the permit applicant has not requested an extension during any consecutive six (6) month period.

12. The initial term of this Agreement shall be twelve (12) months. The Agreement shall automatically renew on an annual basis for four (4) additional twelve (12) month terms unless prior notification is delivered to either party two (2) months in advance of any renewal dates of this Agreement. At that time, the provisions of paragraph 13 of this Agreement shall be applicable for any structures that have had inspections made but are not completed.
13. Either party to this Agreement may terminate this Agreement without cause upon two (2) months written notice to the other party. If such termination does occur, all structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests, provided that the work to reach such completion and finalization does not exceed three (3) months after final termination of this Agreement. The Municipality shall pay all outstanding fees owed to the Corporation for the work accomplished to the date of termination within thirty (30) days of receipt of final invoice.
14. All building inspection records, documents, notes, data and other materials required for or resulting from the performance of the services hereunder shall not be used by the Corporation for any purpose other than the performance of the services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Corporation has been compensated for the same as set forth herein, and the 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. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in SAFEbuilt's secure proprietary software pertaining to the Town of Milliken will be exported into a CSV file and become property of the Municipality.
15. The Corporation shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Corporation 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 the Equal Opportunity laws.
16. The Corporation 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 the Municipality at any time during the term of this Agreement.
17. The Corporation shall cause to be performed a criminal record and background check for every prospective new or rehired employee that will perform any Service under this Agreement. For existing employees hired to perform services for other Corporation clients and not for the Municipality, the Corporation shall cause to be performed a criminal record and background check for the existing employee prior to the employee's performance of any Service for the Municipality under this Agreement. All such checks shall be performed by one or more commercially available professional background investigation agencies. The Corporation shall obtain and retain a written background check report performed in accordance with this Agreement and the Corporation shall provide such report to the Municipality upon written request.

18. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
19. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Municipality, its officials, employees, Corporations, or agents, or any other person acting on behalf of the Municipality and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
20. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-Corporation of the Corporation. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
21. The parties understand and acknowledge that the Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Municipality's current fiscal period ending upon the next succeeding December 31. Financial obligations of the 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 Town of Milliken, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
22. Corporation shall not knowingly employ or contract with an illegal alien to perform work under this contract. Corporation shall not enter into a contract with a subcontractor that fails to certify to the Corporation that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Corporation will participate in either the E-verify program C.R.S. § 8-2-122 or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Corporation is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Corporation obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Corporation shall:

- A. Notify the subcontractor and the Municipality within three (3) days that the Corporation has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the contract with the subcontractor if within three (3) days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Corporation shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Corporation shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Corporation violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Municipality may terminate the contract for breach of contract. If the contract is so terminated, the Corporation shall be liable for actual and consequential damages to the Municipality. (Note: This section shall not apply to contracts: (i) for services involving the delivery of a specific end product (other than reports that are merely incidental to the performance of said work); or (ii) for information technology services and/or products).

23. This Agreement shall be construed and enforced in accordance with the provisions of Colorado law and the codes, resolutions and ordinances related to the services covered herein. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
24. 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, the 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.
25. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:      Town of Milliken  
   1101 Broad Street  
   Milliken, CO 80543  
   Attn: Town Administrator

If to the Corporation:      Mike McCurdie, President  
   Safe Built, Inc.  
   3755 Precision Drive, Suite 140  
   Loveland, CO 80538

26. This Agreement, along with attachment A and attachment B, 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.
27. This Agreement may not be assigned by either Party without the express written consent of the other Party.
28. 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.

IN WITNESS WHEREOF, the Municipality, either by motion or resolution duly adopted by its governing body, caused this Agreement to be approved by its Board of Trustees at a regular Town Board meeting. An authorized representative of the Municipality and likewise, an officer of the Corporation have subscribed to this Agreement by each affixing their signatures all on the day and year written below.

Town of Milliken, Colorado

Safe Built Colorado, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attest:

\_\_\_\_\_  
Municipality Clerk

Name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ATTACHMENT A

### List of Services Provided by SAFEbuilt for the Town of Milliken

*Note: This list of services can be updated as necessary to ensure the Municipality's needs are met and the services provided satisfy the Municipality, property owners, and the building community.*

#### **Plan review services being provided as part of this contract**

Perform plan review on all building projects in the Municipality. These include, without limitation, single-family residential construction; basement finish projects; pools; new commercial buildings; tenant improvements in existing commercial buildings; decks, porches, carports and garages; pole barns and agriculture buildings; and existing home upgrades and remodels.

#### **Performance Measurement**

Area	Performance Measurement
Building Plan Review	Residential) plan reviews – maximum time to first comment is 5 business days.
	Multi-family plan reviews maximum time to first comments is 10 business days. Maximum time to second comments is 5 business days
	Small Commercial (<\$5M in valuation) plan reviews first comments within 10 business days/second comments 5 business days
	Large Commercial (>\$5M in valuation) plan reviews first comments within 15 business days/second comments 10 business days
Building Inspection	All inspections requested by 7:30am will be completed on the same business day and may include special request of AM (prior to noon) or PM (after 12:00pm) inspection.

#### **Building Official and Other Services**

Under the terms of this contract, SAFEbuilt will actively administer, monitor and enforce adopted building codes for the city. This includes:

- ✓ Effectively manage SAFEbuilt staff, including performance issues
- ✓ Provide coordination with other department managers
- ✓ Implement inspection and plan review policies and procedures
- ✓ Review the Building Codes and make recommendation as to adoption, amendments, fee structure, and local building code related ordinances and coordinate with Town Attorney/Officials for timely code adoption and processing
- ✓ Attend staff and board meetings as required
- ✓ Respond to citizen complaints and communicate effectively with citizens to minimize impact of building department activities on the public and neighborhoods
- ✓ Provide and complete all agreed upon reports as are required by the Town of Milliken within mutually agreed upon timeframes and frequencies – content and detail to be mutually agreed upon
- ✓ Monitor and enforce adopted building codes, related codes, and amendments
- ✓ Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to historic structures
- ✓ Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means
- ✓ Provide training for our inspectors and team members on Town ordinances and amendments

### **Disaster and Emergency Response Services**

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In cases of natural disaster, SAFEbuilt will provide emergency disaster response. This response will consist of a rapid assessment of the structural integrity of damaged buildings using appropriate forms. The purpose of these evaluations is to determine whether damaged or potentially damaged buildings are safe for use, or if entry should be restricted or prohibited. SAFEbuilt will post the structure with the appropriate placard.

SAFEbuilt will coordinate any disaster or emergency response with the appropriate local, state or federal agency. SAFEbuilt will track all hours and expenses for reimbursement from federal agencies if appropriate.

### **Permit Software Services**

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SAFEbuilt will provide the City with mutually agreed upon number of user licenses to access its Permitting Software. SAFEbuilt has established an account for the city and generated workflows based on the City's input. Under this contract, SAFEbuilt will provide technical support for the software, one (1) day of training per year on the software as requested, and will review the process and workflows with the City on an annual basis if requested to implement changes.

### **Contractor Registration Module/Software Services**

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SAFEbuilt will provide access to the Contractor Registration module of the SAFEbuilt Permitting Software at \$3.00 per license issued. SAFEbuilt will provide one session per module of setup and training at no charge; additional training rate will be at \$100.00 per hour, billed in ½ hour increments. Change requests to either module rate is \$200.00 per hour, billed in 1 hour increments; SAFEbuilt will evaluate all requests - only SAFEbuilt approved changes will be implemented.

### **Contractor Connect**

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SAFEbuilt will provide access to the Contractor Connect module of the SAFEbuilt Permitting Software at no additional cost. SAFEbuilt will provide one session per module of setup and training at no charge; additional training rate will be at \$100.00 per hour, billed in ½ hour increments. Change requests to either module rate is \$200.00 per hour, billed in 1 hour increments; SAFEbuilt will evaluate all requests - only SAFEbuilt approved changes will be implemented.

**ATTACHMENT B**  
**Fee Schedule for Building Department Services Provided by SAFEbuilt**

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

• Wages/Benefits	• Materials/Faxes
• Mileage/Vehicle Expense	• Travel Time
• Disbursement, such as copying, telephone rates, courier services	

**Prior Permits:** The following would apply to permits issued prior to the effective date of this Agreement:

Existing Permit Inspections	\$35.00 per inspection if handled by SAFEbuilt – no fee if completed by previous provider
Existing Plan Review (re-submittals)	\$75.00 per hour – minimum of ½ hour

**New Permits:** The following fee schedule would apply to all new permits issued after effective date of Agreement:

Administrative Fees	0% of Town of Milliken fee
Building Permit Fees	80% of Town of Milliken building permit fees
Commercial Plan Review Fees	80% of Town of Milliken building permit fees
Residential Plan Review Fees	80% of Town of Milliken plan review fees
Same As/Master Plan Review Fees	\$45.00 per review from an approved master plan
Electrical Fees	80% of Town of Milliken plan review fees
Building Official Services	No Charge
Disaster & Emergency Response Services	No Charge
Permit Software Services	No Charge
Jurisdiction Owned Project Fees	50% of normal jurisdiction fee
Testimony & Investigation Fee	\$100.00 per hour - when first approved by an administrative officer of the Municipality
Miscellaneous Fees	\$75.00 per hour - when first approved by an administrative officer of the Municipality
Contractor Registration Module/Software Services	\$3.00 per license issued



**REQUEST FOR PROPOSALS**

**Building Department Services for the Town of  
Milliken**

ISSUED BY

TOWN OF MILLIKEN  
1101 BROAD STREET  
MILLIKEN, CO 80543  
(970) 587-4331

**Proposals should be received by 5:00 PM MST FRIDAY, NOVEMBER 21, 2014.**

Proposals will be accepted via email at [CDiller@town.milliken.co.us](mailto:CDiller@town.milliken.co.us) and  
[PMurphy@millikenco.gov](mailto:PMurphy@millikenco.gov)  
Or delivered to:

**Milliken Town Hall  
Courtney Diller, Purchasing Department  
1101 Broad Street, PO Box 290  
Milliken, CO 80543**

**I. Purpose**

The Town of Milliken, Colorado, is soliciting proposals for a full range of Building Department Services. The Town presently contracts for these services and desires to continue this arrangement for 2015. The proposal shall include how the contractor will provide the required services and demonstrate all applicable qualifications to fulfill the responsibilities of the Milliken Building Department.

**II. Scope of Services**

**A. Project Requirements**

Building Department Services shall include, but are not limited to:

1. Act in the capacity of the Chief Building Official for the Town.
2. Provide Plan Review, building, electrical, and plumbing inspections service for all buildings regulated by the Building Codes as adopted by, or as may be amended by, the Town of Milliken. The current adopted Building Codes are: 2012 International Building Code, 2012 International Fuel Gas Code, 2012 International Plumbing Code, 2012 International Mechanical Code, 2012 International Residential Code, 2012 National Electrical code, 2009 International Energy Code, and the 2012 International Fire code.
3. Review the Building Codes, as needed, and make recommendations as to adoption, amendments and fee structure.
4. Provide permit tracking/management software to process, monitor, and report on status of all building permits in real time in addition to issuing and maintaining contractor licensing.
5. Provide training and support to in-house Building Technician.
6. Collaborate with, and provide support to, Planning and Community Development Department as requested.
7. Demonstrated capacity to accommodate fluctuations in building activity without diminishing service.
8. Provide on-site & pre-permit meetings, as required, at no additional charge.

**B. Project Schedule (Anticipated)**

- RFP Advertisement Issued----- Thursday, November 6, 2014
- Proposals Due ----- Friday, November 21, 2014 (5:00 PM)

**III. Instructions to Consultant/Contractor**

1. Include history of services provided to Municipalities, Counties, or other organizations.
2. Provide names, resumes, licenses, and certifications of all staff that will be involved in the provision of services.
3. Provide availability and scheduling estimates for responding on a timely basis to town, resident and builder requests.

4. Include a minimum of three references, including names and telephone numbers.
5. Provide hourly rates for services for all contributing staff and any subcontractors or the details and requirements of any alternative compensation schedule.
6. Include any additional information demonstrating the ability to successfully provide this service.
7. Insurance. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain or insure the activity of Contractor's Subcontractors in Contractor's own policy, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Town. All coverage's shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – each employee or an affidavit in compliance with the statutory requirements.

Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interest's provision.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest's provision.

Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.

The policies required above, except for the Workers' Compensation insurance, Employers' Liability insurance, and Professional Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insured.

Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. An additional insured endorsement for the Comprehensive General Liability insurance is required and shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage's, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that the coverage's afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town hereby requests to receive a certified copy of any policy and any endorsement thereto.

Failure on the part of the Contractor to procure or maintain policies providing the required coverage's, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of premiums against any monies due to the Contractor from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8. **Mail, email or deliver proposals to:**  
***Courtney Diller, Finance Department***  
Town of Milliken  
1101 Broad Street  
P.O. Box 290  
Milliken, CO 80543  
[CDiller@millikenco.gov](mailto:CDiller@millikenco.gov)

**Copies**

Submit three (3) copies of the submittal package in a sealed envelope or package.

**Timing and Late Responses**

All responses must be received by the Town of Milliken no later than 5:00 p.m. on Friday, November 21, 2014, to be eligible for consideration. Responses received after the time and date specified, may not be considered.

#### **IV. SELECTION PROCESS**

Town staff will review and evaluate qualification materials and analyze them for the contractor's anticipated ability to successfully provide services. Two or more applicants may be selected for interviews by a committee of Town representatives. Criteria used to select a contractor will include the following factors:

- Experience in providing building inspection services in small communities.
- Demonstrated ability to work well with homeowners, business owners, building contractors, and Town officials.
- Minimize financial impact on Town budget.

The Town reserves the right to accept or reject any submittal, either in part or in whole, if it deems that it is in the best interest of the Town to do so.

#### **V. Confidential or Proprietary Information**

This is not a public bid opening, therefore, the Town of Milliken will not release any information pertaining to the number of offers received, names of Respondents, or pricing until an award is made. The Town of Milliken will confirm receipt of your submittal if requested.

#### **VI. Withdrawal or Modification of Offers**

Any contractor may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer unless otherwise required in the RFP. Any request for withdrawal of an offer must be signed by the individual who signed the initial proposal.

#### **VII. Acceptance**

The Town of Milliken reserves the right to reject any or all offers received in response to this solicitation and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the Town of Milliken, or re-advertise, postpone or cancel the process. Failure of the contractor to provide in its submittal any information requested in the RFP may result in rejection for non-responsiveness.

#### **Inquiries**

Please direct any questions regarding this RFP to:

Patrick Murphy, Director of Finance and Accounting  
Town of Milliken  
1101 Broad Street  
P.O. Box 290  
Milliken, CO 80543  
(970) 660-5044  
[pmurphy@millikenco.gov](mailto:pmurphy@millikenco.gov)

**Building Services RFP Comparisons**

SAFEbuilt		ProCode		CCI		RG and Associates	
Experience w/ Milliken*	2 Years	0 Years	0 Years	0 Years	0 Years	0 Years	0 Years
Building Official Experience	17 Years	6 Years	6 Years	25 Years	20 Years	20 Years	20 Years
Office Location	Windsor 11 Miles	Eaton 21.38 Miles, Would like to have an office here if space allows	Lakewood 59.6 Miles, Would like an office here if space allows	Wheatridge 51.6 Miles			
Software	Meritage**	Meritage**	Meritage**				
Initial Software Cost	\$0	\$3,500	\$0	\$0			
Annual Software Cost	\$0	\$4,800	\$0	\$0			
Administrative Support	Crystal and Joy - Available during SAFEbuilt Business Hours	Will Provide		Certified Building Official (CBO) will provide Staff Support	As Requested with Enough Notice		
Certifications	Critical staff certified - structural/special expertise exists	Critical staff certified - one person startup with backup as a County employee (staff concern) *****		Critical staff certified - structural/special expertise exists.	None		
Residential Plan Review	5 Business Days	24 hours		5 Business Days	By Appt		
Multi-Family Plan Review	10 Business Days	5 Business Days		10 to 15 Business Days	By Appt		
Small Commercial Plan Review	Under \$2mil 10 Business Days	5 to 10 Business Days		5 to 15 Business Days	By Appt		
Large Commercial	Over \$2mil 15 Business Days	5 to 10 Business Days		10 to 15 Business Days	By Appt		
Inspections	All inspections called in by 7:30am will be completed the SAME DAY. Will do AM/PM Requests. Will also call ahead if requested.	All inspections called in by 7:30am will be completed the SAME DAY. Will do AM/PM Requests. Will also call ahead if requested.		As agreed by CCI and the Town	By Appt		
Fees	80% of Plan Review, Building Permit Fee, Elec. Review Fee and Construction Meter 50%	60% of Plan Review, Building Permit Fee, Elec. Review Fee and Construction Meter \$0		70% of Plan Review, Building Permit Fee, Elec. Review Fee and Construction Meter \$0	Hourly		
Town Projects					Hourly		

Town Retainage Based on \$156,000	\$391.20	\$782.00	\$586.80	
<p>* In the capacity of Certified Building Official (CBO), Code Services and Inspections Services as pertains to this RFP</p> <p>** Staff already trained to use</p> <p>*** Software still being developed -lacks Meritage's functionality and CEO seemed unsure if can convert existing data</p> <p>**** One person start-up who is currently working for the County of Weld &amp; plans to use another County employee as back up</p>				
<p>Overall Impressions from Interview</p> <p>Safebuilt brought the regional and business manager, CBO, and software staff along with a very professional, bulleted presentation</p> <p>Other companies just had one person show up with ProCode as a start-up providing software quotes for Meritage and Accela, which adds to their cost est.</p> <p>ICC president showed up without his marketing folks -writing the software, running the company, and proposing to be Town's CBO/Inspector</p> <p>Safebuilt serves the area for other municipalities, while the other proposers asked for use of Town facilities for some of their work</p>				

Plan Review Turn-Around Time Line for Surrounding Municipalities

Type	Turnaround
Ault, Windsor, Severance, Timnath, Wellington, Nunn, Pierce, Ault, Kersy, Gilcrest and Grover	
Residential Plan Review	5 Business Days
Multi-Family Plan Review	10 Business Days
Small Commercial Plan Review	Under \$2mil 10 Business Days Over \$2mil 15 Business Days
Large Commercial	Over \$2mil 15 Business Days

City of Thornton

Type	Turnaround
Residential Plan Review	10 Business Days
Multi-Family Plan Review	10 to 20 Business Days
Small Commercial Plan Review	10 Business Days
Large Commercial	20 Business Days

City of Aurora

Type	Turnaround
Residential Plan Review	30 Business Days
Multi-Family Plan Review	30 Business Days
Small Commercial Plan Review	11 Business Days
Large Commercial	40 Business Days

City of Greeley

Type	Turnaround
Residential Plan Review	20 Business Days
Multi-Family Plan Review	20 Business Days
Small Commercial Plan Review	10 Business Days
Large Commercial	20 Business Days

Information obtained from websites 1-8-15



# 2014 Performance Report for SAFE built

## Milliken

From 01/01/2014 to 12/31/2014

Permit Activity	Residential			Commercial			Total
	New	Alteration	Misc	New	Alteration	Misc	
Permits Issued	91	56	12	6	7	0	261
Valuation	\$15,096,485.92	\$863,474.28	\$519,715.00	\$1,047,140.14	\$216,101.00	\$0.00	\$18,073,641.39
Total Fees Paid to Jurisdiction	\$163,886.87	\$19,999.47	\$0.00	\$13,588.91	\$3,632.33	\$0.00	\$208,621.13
Plan Reviews							
Received	90	63	0	8	6	0	167
Released (OK'ed)	92	62	0	8	6	0	168
Avg. days to first comments	4.92	6.89	0	9.75	8.83	0	6.03
Inspections							
Number	2101	357	10	31	55	0	2704
Inspection Pass %	97.95%	85.43%	100.00%	90.32%	89.09%	0%	96.12%
% of inspections completed next business day	93.69%	90.36%	100.00%	90.32%	94.64%	0%	93.15%
Voided Permits							
Number	0	1	1	0	0	0	3

**Town of Milliken**  
**Building Services Revenue & Cost Analysis**  
**2011 Actual Through 2015 Budget**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u> <i>(Estimate)</i>	<u>2015</u> <i>(Budget)</i>	<u>In House</u> <u>Estimate</u>	<u>Notes</u>
<b>Revenues</b>							
Building Permits	\$ 25,787	\$ 64,844	\$ 111,830	\$ 235,000	\$ 270,250	\$ 270,250	
<b>Expenditures</b>							
Contract Services	45,165	49,718	81,094	164,500	189,175	102,000	\$76K Salary, plus health ins, etc.
Salaries, Wages & Benefits	-	-	-	-	-	780	\$660, plus \$100 for initial phone purchase
Communication - Phone	-	-	-	-	-	2,500	Computer, monitor, tools, etc.
Operating Equipment	-	-	-	-	-	10,000	Permitting Software License Fees
Computer Software	-	-	-	-	-	9,300	6K for vehicle & ins., plus fuel, plus maint.
Vehicle Expenses	-	-	-	-	-	800	
License Fees, Training, etc.	-	-	-	-	-	800	Office Supplies, publications, etc.
Operating Expenses	-	-	-	-	-	-	
<b>TOTAL EXPENDITURES</b>	<b>45,165</b>	<b>49,718</b>	<b>81,094</b>	<b>164,500</b>	<b>189,175</b>	<b>126,180</b>	

**NET INCOME (COST) OF OPERATIONS**      \$ (19,378)    \$ 15,126    \$ 30,736    \$ 70,500    \$ 81,075    \$ 144,070

**COST COMPARISON 2012-2015**

	<u>In House</u>	<u>Contract</u>
Permit Revenue	\$ 707,711	\$ 707,711
Operating Costs/Fees	630,900	504,343 *
<b>Net Proceeds</b>	<b>\$ 76,811</b>	<b>\$ 203,368</b>

\* 2011 was a hybrid contract with a fixed fee. Fees were adjusted to reflect the percentage experienced in 2012 with same provider.

At current estimated costs for in-house employee, approximately 54 new permits per year would be required to support costs at a 30% rate of return on revenue.