

TOWN OF TIMNATH

RESOLUTION NO. 85, SERIES 2011

**A RESOLUTION APPROVING THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SAFEUILT COLORADO AND THE
TOWN OF TIMNATH**

WHEREAS, the Town of Timnath ("TOWN") has previously entered into a professional Services agreement with SafeBuilt for building inspection services; and

WHEREAS, the Town has been pleased with the comprehensive level of services SafeBuilt has previously delivered, and

WHEREAS, the Town Council ("Council") of the Town desires to enter into the attached Agreement/Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

Section 1. The Town Council hereby approves the Professional Services Agreement Attached hereto as **Exhibit A**, and authorizes the Mayor and Town Staff to enter into that Agreement.

MOVED, SECONDED AND ADOPTED ON THE 18th DAY OF JANUARY, 2011

TOWN OF TIMNATH, COLORADO

BY: Donna Benson
Donna Benson, Mayor

ATTEST:

BY: Milissa McGuire
Milissa McGuire, Town Clerk



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND SAFE BUILT COLORADO**

This Professional Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned contractor, hereinafter the "Contractor", and both collectively referred to from time to time herein as the "Parties".

WHEREAS, the Town desires to retain Contractor for the services as described herein; and

WHEREAS, the Contractor desires to be retained by the Town for the services as described herein.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

1. BASIC TERMS:

A. Name, Address, and Phone Number of the Parties.

a. *Town:*

Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547
Phone: 970-224-3211

b. *Contractor:*

Mike McCurdie, President
Safe Built, Inc.
3755 Precision Drive, Suite 140
Loveland, CO 80538
Telephone: 866-977-4111, ext. 203
Facsimile: 877-203-2704
Email: mike.mccurdie@safebuilt.com

B. Scope of Services. The scope of services shall be as set forth in **ATTACHMENT A** to this Agreement.

C. Compensation. The services set forth in this Agreement shall be completed for an amount not to exceed **building permits that have been approved**. Not later than the **tenth (10th) of each month**, Contractor shall submit an invoice to the Town for the prior month's services.

D. Term. The term of this Agreement shall commence on the Commencement Date and terminate on the Termination Date as hereinafter defined subject, however, to prior termination as hereinafter provided in this Agreement. At the Termination Date set forth herein, this Agreement shall be considered renewed for regular periods of one (1) year, not to exceed five (5) years provided neither party submits a notice of termination as hereinafter provided in this Agreement. Renewal shall be at the same or different rate of compensation as determined between the Town and the Firm provided, however, that if no agreement is reached concerning compensation, the compensation existing at the time of renewal will continue.

Notwithstanding anything contained herein to the contrary, and consistent with Article X, Section 20 of the Colorado Constitution, the Town's payment obligations for any renewal term do not constitute a multi-year fiscal obligation of the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Timnath Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein.

E. Commencement Date. The "Commencement Date" is **January 1, 2011** and is when the services described in this Agreement are to commence.

F. Termination Date. The "Termination Date" of this Agreement is December 31, 2011.

G. Approval by the Town Council. This Agreement X is is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

H. Termination. Either Party may terminate this Agreement upon **thirty (30)** days written notice to the other.

2. CONTRACTOR NOT EMPLOYEE. Contractor is an independent contractor and not an employee, partner or agent of the Town.

As an Independent Contractor you are not entitled to workers' compensation benefits and that as an Independent Contractor you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.

The Contractor shall, at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and

under no circumstances shall Independent Contractor or Independent Contractor's employees be considered employees or agents of the Town.

3. INDEMNIFICATION. Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE. Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least **\$1,000,000.00** and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies

of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

5. DOCUMENTS. All documents prepared or furnished by Contractor (and independent professional associates and sub-consultants) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for ~~ninety (90) days~~ after final payment under this Agreement and shall be retained and available for audit purposes for at least **five (5) years** after final payment hereunder. *as described in Section 9 of Attachment A*

6. TABOR. Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

b. 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 Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding **December 31**.

c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

7. CONFIDENTIALITY. The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S.

§ 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES. "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

(II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

(I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the Town within **three (3) days** that the Contractor has actual knowledge that the

subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within **three (3) days** of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such **three (3) days** the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) The Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) 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).

(3) If the Contractor breaches this **Section 8**, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

(4) The Contractor shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every **three (3) months** until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

9. MISCELLANEOUS.

A. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

B. Entire Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes

and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

C. Waiver and Modification. The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach by Contractor of any term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

D. Headings. The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

E. Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

F. Corporate Authority. If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

G. Notices. Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

- a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in **Section 1**, above;
- b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent

by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in **Section 1**, above; or

c. Within **twenty-four (24) hours** after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in **Section 1**, above.

Either party may change such address by **fifteen (15) days** written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

H. NON-ASSIGNMENT. This Agreement is an agreement for services by which Contractor was selected for Contractor's special expertise. This Agreement may not be assigned by either Party.

I. LAWFUL PRESENCE AFFIDAVIT. If a natural person, the undersigned shall complete the attached Lawful Presence Affidavit, **ATTACHMENT B**.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 18th day of January, 2011.

TOWN OF TIMNATH

By: Donna Benson
Donna Benson

Title: Mayor

ATTEST:

By: Milissa McGuire
Milissa McGuire

Title: Town Clerk

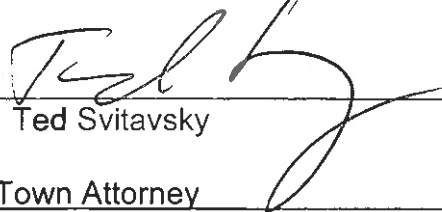
CONTRACTOR:

Safe Built Colorado

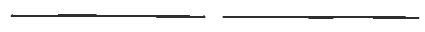
By: David Thomsen
David Thomsen

Title: V.P.

APPROVED AS TO FORM:

By: 
Ted Svitavsky

Title: Town Attorney



STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing **Professional Services Agreement** was acknowledged before me this 15 day of February, 2011 by Denna Benson as the Mayor of the Town of Timnath.

Witness my hand and official seal.

My commission expires: 7-29-12

Michelle A. McJ...
Notary Public

4800 Goodman Street

Timnath Co 80547
Address

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing **Professional Services Agreement** was acknowledged before me this 10th day of February, 2011 by Darin Thomsen as the Vice President of Contractor.

Witness my hand and official seal.

My commission expires: 4/22/14

Will S. A. J.
Notary Public

3755 Precision Dr. STE 140

Loveland, CO. 80538
Address

ATTACHMENT A – SCOPE OF SERVICES

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

List of Services Provided by SAFEbuilt

Agreement dated January 1, 2011

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

**** Additional provisions for Safebuilt:**

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." 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.

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 sole building official for the Municipality and grants the Corporation all rights and privileges established by ordinance or statute for this position.

6. Permit fees shall be based on project valuation as determined by Corporation acting as the Building Official and shall be defined as the total value of all construction work for which the permit is issued, and shall include but not be limited to: all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, permanent equipment, architectural/engineering services and contractors profit. The valuation shall be, at a minimum, as stated in the "Building Valuation Data" table. This table is published every February and August by the International Code Council Building Safety Journal. Building valuation shall be adjusted at least annually according to International Code Council Building Safety Journal.

7. The Corporation shall investigate complaints of Municipality Code violations when directed by an administrative officer of the Municipality or the Board, or when such complaints are received directly from a resident of the Municipality, a construction professional working in the Municipality, or other credible source. Following such investigation, the Corporation shall report to the Municipality's Chief Administrative Officer and, when instructed to do so, 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.

8. 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.

9. The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Contractor that are related to this Agreement for the purposes of audit or examination, other than the Corporation's financial records, and may make excerpts and transcriptions of the same.

10. 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.

Plan review services being provided as part of this contract

Perform building code compliant plan review on all building projects in the Municipality. These include, without limitation, single-family residential construction; basement finish projects; 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.

Stated plan review times are to first comments issued

Project	Maximum Time to First Comments
New residential – International Residential Code	<input type="checkbox"/> 5 working days or less to first comments
Small commercial–less than \$2M valuation International Building Code	<input type="checkbox"/> 10 working days or less to first comments
Large commercial–greater than \$2M valuation International Building Code	<input type="checkbox"/> 20 working days or less to first comments
Alter residential	<input type="checkbox"/> 5 working days or less to first comments
Alter commercial	<input type="checkbox"/> 10 working days or less to first comments
Miscellaneous	<input type="checkbox"/> As negotiated

All inspections scheduled prior to 7:30 am will be performed the same business day.

List of inspections being provided as part of this contract

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Setbacks*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Footings*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Wall steel (rebar)*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Underground plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Underground electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Under-floor/concrete slab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Sewer Connection Inspection
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Water Connection Inspection
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough mechanical (flues, vents, exhausts, gas piping)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough framing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Insulation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Energy Code requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Fire-resistant penetrations
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Drywall
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final mechanical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final building
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Single Stop (see Attachment B for list of inspections)

*For the case of setbacks, footings, and wall steel, SAFEbuilt will either perform the inspections or, alternatively, administer a program requiring written engineering approval of the footings and wall steel (i.e., engineer's letters) and a written surveyor's approval of the setbacks (i.e., setback certification or similar document).

In addition to the above inspections, commercial projects may include above ceiling mechanical and electrical inspections, roof top mechanical inspections, electrical inspections of high-voltage

systems, coordination with the local fire department/district on areas of overlap between the fire code and building codes, and multi-stage electric, plumbing, heating, and framing inspections.


Other services being provided as part of this contract

▪ Phone and in-office support and consultation
▪ Fire and disaster response as it relates to the building code
▪ Field consultation with homeowners, builders, and contractors
▪ Code enforcement for building code-related matters
▪ Pre-construction meeting and reviews for projects of major scope and size
▪ Be available at Town's request to attend council, staff and other special meetings
▪ Pick up and drop off plans and permits as required
▪ Recommendation of codes for adoption and/or amendment
▪ SAFEbuilt Colorado will fulfill the functions and responsibilities of the following positions: Building Official, Plans Examiner and Inspector
▪ Provide permit applications, inspection forms, and building guides
▪ Document storage and maintenance
▪ Document retention and destruction in accordance with the plan adopted by the Town of Timnath
▪ Training and support for Town of Timnath front counter staff
▪ SAFEbuilt's Permitting Software Portal and reports
▪ SAFEbuilt's Project Inspection Portal for projects of major scope and size

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, caused this Agreement to be signed by its representative. Likewise, an officer of the Corporation has subscribed to this Agreement by affixing their signatures all on the day and year first written below.

Town of Timnath

Safe Built Colorado, Inc.





Signature

Signature

Name: Bryan Volonin

Name: David Thomsen

Title: Mayor Pro Tem

Title: V.P.

Date: 2 / 15 / 2011

Date: 2 / 10 / 11

ATTACHMENT B
Fee Schedule for Building Department Services Provided by SAFEbuilt

Agreement dated January 1, 2010

The following schedule would apply to all new permits issued after effective date of agreement.

Permit Fee Schedule:

Valuation	Fee	Valuation	Fee	Valuation	Fee
1.00 to 1,000.00 =	27.00	27,001.00 to 28,000.00 =	293.20	64,001.00 to 65,000.00 =	520.55
1,001.00 to 1,100.00 =	29.15	28,001.00 to 29,000.00 =	300.25	65,001.00 to 66,000.00 =	525.40
1,101.00 to 1,200.00 =	31.30	29,001.00 to 30,000.00 =	307.25	66,001.00 to 67,000.00 =	530.20
1,201.00 to 1,300.00 =	33.50	30,001.00 to 31,000.00 =	314.25	67,001.00 to 68,000.00 =	535.15
1,301.00 to 1,400.00 =	35.65	31,001.00 to 32,000.00 =	321.30	68,001.00 to 69,000.00 =	540.00
1,401.00 to 1,500.00 =	37.80	32,001.00 to 33,000.00 =	328.30	69,001.00 to 70,000.00 =	544.85
1,501.00 to 1,600.00 =	39.95	33,001.00 to 34,000.00 =	335.35	70,001.00 to 71,000.00 =	549.70
1,601.00 to 1,700.00 =	42.10	34,001.00 to 35,000.00 =	342.35	71,001.00 to 72,000.00 =	554.60
1,701.00 to 1,800.00 =	44.30	35,001.00 to 36,000.00 =	349.40	72,001.00 to 73,000.00 =	559.45
1,701.00 to 1,800.00 =	44.30	36,001.00 to 37,000.00 =	356.40	73,001.00 to 74,000.00 =	564.30
1,801.00 to 1,900.00 =	46.45	37,001.00 to 38,000.00 =	363.40	74,001.00 to 75,000.00 =	569.15
1,901.00 to 2,000.00 =	48.60	38,001.00 to 39,000.00 =	370.45	75,001.00 to 76,000.00 =	574.00
2,001.00 to 3,000.00 =	58.30	39,001.00 to 40,000.00 =	377.45	76,001.00 to 77,000.00 =	578.90
3,001.00 to 4,000.00 =	68.05	40,001.00 to 41,000.00 =	384.50	77,001.00 to 78,000.00 =	583.75
4,001.00 to 5,000.00 =	77.75	41,001.00 to 42,000.00 =	391.50	78,001.00 to 79,000.00 =	588.60
5,001.00 to 6,000.00 =	87.50	42,001.00 to 43,000.00 =	398.50	79,001.00 to 80,000.00 =	593.45
6,001.00 to 7,000.00 =	97.20	43,001.00 to 44,000.00 =	405.55	80,001.00 to 81,000.00 =	598.30
7,001.00 to 8,000.00 =	106.90	44,001.00 to 45,000.00 =	412.55	81,001.00 to 82,000.00 =	603.20
8,001.00 to 9,000.00 =	116.65	45,001.00 to 46,000.00 =	419.60	82,001.00 to 83,000.00 =	608.05
9,001.00 to 10,000.00 =	126.35	46,001.00 to 47,000.00 =	426.60	83,001.00 to 84,000.00 =	612.90
10,001.00 to 11,000.00 =	136.10	47,001.00 to 48,000.00 =	433.60	84,001.00 to 85,000.00 =	617.75
11,001.00 to 12,000.00 =	145.80	48,001.00 to 49,000.00 =	440.65	85,001.00 to 86,000.00 =	622.60
12,001.00 to 13,000.00 =	155.50	49,001.00 to 50,000.00 =	447.65	86,001.00 to 87,000.00 =	627.50
13,001.00 to 14,000.00 =	165.25	50,001.00 to 51,000.00 =	452.50	87,001.00 to 88,000.00 =	632.35
14,001.00 to 15,000.00 =	174.95	51,001.00 to 52,000.00 =	457.40	88,001.00 to 89,000.00 =	637.20
15,001.00 to 16,000.00 =	184.70	52,001.00 to 53,000.00 =	462.25	89,001.00 to 90,000.00 =	642.05
16,001.00 to 17,000.00 =	194.40	53,001.00 to 54,000.00 =	467.10	90,001.00 to 91,000.00 =	646.90
17,001.00 to 18,000.00 =	204.10	54,001.00 to 55,000.00 =	471.95	91,001.00 to 92,000.00 =	651.80
18,001.00 to 19,000.00 =	213.85	55,001.00 to 56,000.00 =	476.80	92,001.00 to 93,000.00 =	656.65
19,001.00 to 20,000.00 =	223.55	56,001.00 to 57,000.00 =	481.70	93,001.00 to 94,000.00 =	661.50
20,001.00 to 21,000.00 =	233.30	57,001.00 to 58,000.00 =	486.55	94,001.00 to 95,000.00 =	666.35
21,001.00 to 22,000.00 =	243.00	58,001.00 to 59,000.00 =	491.40	95,001.00 to 96,000.00 =	671.20
22,001.00 to 23,000.00 =	252.70	59,001.00 to 60,000.00 =	496.25	96,001.00 to 97,000.00 =	676.10
23,001.00 to 24,000.00 =	262.45	60,001.00 to 61,000.00 =	501.10	97,001.00 to 98,000.00 =	680.95
24,001.00 to 25,000.00 =	272.15	61,001.00 to 62,000.00 =	506.00	98,001.00 to 99,000.00 =	685.80
25,001.00 to 26,000.00 =	279.20	62,001.00 to 63,000.00 =	510.85	99,001.00 to 100,000.00 =	690.65

26,001.00 to 27,000.00 = 286.20	63,001.00 to 64,000.00 = 515.70	
\$100,001 to \$500,000 = \$690.65 for the first \$100,000 plus \$3.78 for each additional \$1,000.00 or fraction thereof, to and including \$500,000		
\$500,001 to \$1,000,000 = \$2202.65 for the first \$500,000 plus \$3.25 for each additional \$1000.00 or fraction thereof, to and including \$1,000,000		
\$1,000,001 and up = \$3827.65 for the first \$1,000,000 plus \$3.00 for each additional \$1000.00 or fraction thereof		
[Note: The valuation shall be, at a minimum, as stated in the "Building Valuation Data" table. This table is published every February and August by the International Code Council Building Safety Journal. Building valuation shall be adjusted at least annually according to International Code Council Building Safety Journal.		

Plan Review Fee Schedule:

Single and Multi-Family Residences	30% of Town of Timnath permit fee
Multi-Family Residence greater than seven units	65% of Town of Timnath permit fee
New Commercial Projects	65% of Town of Timnath permit fee
Commercial Remodel and Small Commercial Projects	30% of Town of Timnath permit fee

Stock model/"Same as" plan review fees for previously reviewed models:

No Changes	\$ 45.00
Minor Changes	\$100.00
All Other Changes	Full Plan Review Fee

Mobile Home, Manufactured Home, and Factory-built Units:

Placed in an approved mobile home park	\$155.00
Used as temporary storage or as an accessory structure	\$ 75.00

Fees for a mobile home, manufactured home, or factory-built unit set on a permanent foundation in other than an approved mobile home park will be calculated as detailed in the "Manufactured Homes" section of this fee schedule. [Note: Electrical inspection fees are added to the temporary storage or accessory structure fees above.]

Pre-Move inspections for dwellings:

Within 30 miles of the Town of Timnath	\$150.00
More than thirty miles from the Town of Timnath	\$250.00

Other Fees:

Water Connection Inspections	\$40.00
Sewer Connection Inspections	\$40.00
Re-Inspection Fee	\$45.00
Inspections Outside of Normal Business Hours- 2 hr minimum	\$50.00
Inspections for which no fee is specifically indicated - hourly	\$50.00
Revisions to previously approved plans – hourly	\$50.00
Investigative Services and Testimony	50% of Town of Timnath permit fee

Electrical Fees:

Electrical fees charged by the municipality will be scaled at 1.15 from current version of the State of Colorado Fee Schedule per Colorado Revised Statutes, Article 23, Section 12-23-117 which states: Because electrical inspections are matters of statewide concern, the maximum fees, established annually, chargeable for electrical inspection by any city, town, county, or city and county shall not be more than fifteen percent above those provided for in this section, and no such local government shall impose or collect any other fee or charge related to electrical inspections or permits.

Manufactured Homes Fee Schedule - Outside of a Mobile Home Park:

Applicable electrical fees will be added to the fees listed below:

Fees for "blocked and tied" manufactured homes will be \$250.00 This will include homes placed on piers and welded to rebar anchors.
Fees for a manufactured home placed on a permanent foundation over crawl space will be calculated as: ➤ Building Permit fee based on valuation of crawl space foundation work. ➤ The fee of \$250.00 will then be added to the above fee
Fees for a manufactured home placed on a permanent foundation over an unfinished basement will be calculated as: ➤ Building Permit fee based on valuation of unfinished basement foundation work. ➤ The fee of \$250.00 will then be added to the above fee
Fees for a manufactured home placed on a permanent foundation over a finished basement will be calculated as: ➤ Building Permit fee based on valuation of finished basement. ➤ The fee of \$250.00 will then be added to the above fee

For the purposes of this fee schedule, "manufactured homes" will mean UBC, ICC or HUD-certified mobile, factory-built, or manufactured homes on a permanent foundation. Permanent foundations shall be of pressure treated wood, masonry or concrete constructed in accordance to code.

"Single Stop" Inspections Fee Schedule:

PROJECT	INSPECTION FEE
Air Conditioner	\$ 45.00
Demolition	\$ 45.00
Furnace/Boiler	\$ 45.00
Lawn Sprinkler System	\$ 45.00
Roof (re-shingle)	\$ 45.00
Sewer Connection	\$ 40.00
Siding	\$ 45.00
Small Signs (no foundation)**	\$ 65.00
Water Connection	\$ 40.00
Water Heater	\$ 45.00
Window Replacement*	\$ 45.00
Re-Inspection for any of the above***	\$ 45.00

*For window replacement projects where the window sizes are not changing, this fee schedule applies. However, if window sizes are being changed or structural changes are being made to

accommodate new windows, it will be necessary for SAFEbuilt to perform a plan review on the project, and the fees will be based on the total project valuation.

**Fees will be based on total project valuation for signs with a foundation or that require a plan review.

*** A re-inspection fee will be charged for any of the "flat fee" inspections that cannot be completed when called for.

The "Single Stop" fee schedule has been developed for projects that typically require a single inspection. Note that in almost all cases these fees are lower than those calculated by the current method of using the total project valuation. Plan reviews are not necessary for these projects, so Town Hall may issue permits "over the counter" using the fee schedule below. Many of these projects require that the homeowner be present at the time of inspection. We will do our best to accommodate individual homeowner's schedules, but it is the responsibility of the homeowner to make sure someone is available at the site for the inspection if necessary. Since the fees are based on a "single stop", a re-inspection fee will be assessed if the homeowner is not available, if the work is not readily accessible, or if the work is not complete.

Town of Timnath Owned Improvements/Projects Fee Schedule:

SAFEbuilt shall provide building code plan review and inspection services for Town owned improvements and structures which are newly constructed, altered, modified, or renovated.

Total Valuation	SAFEbuilt Fee
Less than or equal to \$250,000	No charge
Greater than \$250,000	50% of Town of Timnath permit and plan review fee

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, caused this Agreement to be signed by its representative. Likewise, an officer of the Corporation has subscribed to this Agreement by affixing their signatures all on the day and year first written below.

Town of Timnath

Safe Built Colorado, Inc.





Signature

Signature

Name: Bryan Voronin

Name: David Thomsen

Title: Mayor, Do 9 em

Title: V.P.

Date: 2 / 15 / 2011

Date: 2 / 10 / 11