

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 64, SERIES 2022**

A RESOLUTION APPROVING THE SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN TOWN OF TIMNATH, COLORADO AND SAFEbuILT COLORADO, LLC FOR BUILDING INSPECTION SERVICES

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Town previously entered into that certain Professional Services Agreement dated March 28, 2017 with SAFEbuilt Colorado, LLC, that renews annually and ultimately terminated on December 31, 2022; and

WHEREAS, the Town previously amended that certain Professional Services Agreement dated March 28, 2017 with SAFEbuilt Colorado, LLC as the First Amendment to Independent Contractor Agreement between the Town and SAFEbuilt Colorado, LLC for Building Services, dated January 1, 2020 (the “**First Amendment**”); and

WHEREAS, attached hereto as **Exhibit A** is the Second Amendment to Independent Contractor Agreement between the Town and SAFEbuilt Colorado, LLC for Building Services, dated December 13, 2022 (the “**Second Amendment**”); and

WHEREAS, the Second Amendment extends the services with SAFEbuilt Colorado, LLC for an additional five years, through December 31, 2027, and removes the Code Enforcement Services from the scope of services in favor of those services being entered into in a separate agreement; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

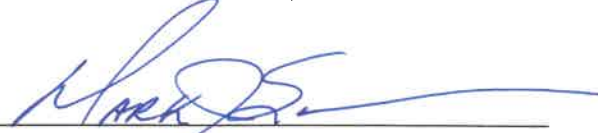
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 13, 2022.

TOWN OF TIMNATH, COLORADO



Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

Second Amendment

**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN TOWN OF TIMNATH, COLORADO
AND SAFEbuilt COLORADO, LLC**

This Amendment to the Independent Contractor Agreement effective March 28, 2017, is entered into by and between Town of Timnath, Colorado, (Town) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Contractor). Town and Contractor shall be jointly referred to as the "Parties".

Amendment Effective Date: This Amendment shall be effective following full execution by both Parties.

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Independent Contractor Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on March 28, 2017; and

WHEREAS, the Parties entered into a First Amendment to the Agreement, effective January 1, 2020, to update the time of performance section and add business license inspection service; and

WHEREAS, the Parties hereto now desire to amend the Agreement in order to extend the term of the Agreement, so that it will automatically renew for five additional one-year terms, through December 31, 2027, unless earlier terminated; and

WHEREAS, the Parties also wish to amend the Agreement to remove Code Enforcement Services from this Agreement, as the Parties intend to enter into a separate agreement for the Code Enforcement Services.

NOW, THEREFORE, for good and valuable consideration, the Agreement is hereby amended as set forth below:

1. Section 2.a is hereby amended to read as follows:

a. This Agreement shall be effective as of March 28, 2017, and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof, (ii) completion of the Services: or (iii) December 31, 2017. Notwithstanding the foregoing, unless terminated pursuant to (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term, not to exceed ten (10) years, commencing January 1 of the next succeeding year.

2. After the date of this Second Amendment, Contractor will no longer perform Code Enforcement Services under the terms of the Agreement. All references to Code Enforcement Services and Code Enforcement fees in Exhibit A of the Agreement are hereby removed. In addition, language is added to Exhibit A explaining that building permit fees and project valuations are to be determined based on the International Code Council Building Valuation Data. The attached Exhibit A shall be substituted for the original Exhibit A.

3. All other provisions of the original March 28, 2017 Agreement and the First Amendment shall remain in full force and effect, to the extent not modified by the Second Amendment.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

CONTRACTOR:

SAPE Build Colorado, LLC

Gary Amato
B9FD881CE02248E
Gary Amato, CAO
12/16/2022

Date

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

Mark J. Soukup
Mark J. Soukup, Mayor

ATTEST:

Milissa Peters-Garcia
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carolyn Steff
F44B3963ECD949F...
Town Attorney

EXHIBIT A

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

SAFEbuilt will provide services to the Town using qualified professionals. SAFEbuilt will perform services in accordance with the Town's adopted codes, amendments, ordinances, regulations and standards. Town appoints SAFEbuilt as the sole building official for the Town and grants SAFEbuilt all rights and privileges established by ordinance or statute for this position. The professionals employed by SAFEbuilt will maintain current certifications, certificates, licenses as required for the services that they provide to the Town. SAFEbuilt is not obligated to perform services beyond what is contemplated by this Agreement. SAFEbuilt will perform work at a level of competency in accordance with industry standards.

1. LIST OF SERVICES

Building Official Services

- ✓ Manage and help administer the department and report to the Town's designated official
- ✓ Be a resource for SAFEbuilt team members, Town staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Town adopted codes and local amendments as needed
- ✓ Main point of contact from SAFEbuilt for the Town and coordinate with other departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for the Town – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Town staff to establish and/or refine building department ~~and code enforcement~~ processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Issue stop-work notices for non-conforming activities – as needed

Building, Plumbing, Mechanical and Electrical Inspection Services

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

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiner
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process

- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

As-Requested Permit Technician / Administrative Services

- ✓ Provide qualified individual to perform the functions of this position with one week advance notice to guarantee service; best effort made by SAFEbuilt to provide service if notice is less than one week
- ✓ Provide coverage for regular Town staff when unavailable due to vacation leave
- ✓ Provide services as directed by the Town and report to the Towns designated official
- ✓ Form and maintain positive relationships with Town staff and maintain a professional image

Code Enforcement Services

~~Perform the following duties in the enforcement of public nuisance and public safety code violations:~~

- ~~✓ Proactively work with the Town and its citizens to maintain a safe and desirable community~~
- ~~✓ Inspect Town for code violations a minimum of once each week~~
- ~~✓ Urgent response for inspection and notices, as needed~~
- ~~✓ Respond to and investigate code violation complaints~~
- ~~✓ Post violation notices~~
- ~~✓ Perform follow up inspections and take appropriate action~~
- ~~✓ Provide written reports that include digital photos of violations and action taken~~
- ~~✓ Organized record keeping and file system~~
- ~~✓ Interact with residents and participate in educational activities and customer service surveys~~
- ~~✓ Participate in monthly meeting with Community Development Department staff~~
- ~~✓ Prepare cases for and appear in court, as needed~~
- ~~✓ Provide presentations to Town Council and Planning Commission, as needed~~
- ~~✓ Provide professional recommendations for code revisions, as needed~~
- ~~✓ Typical violations include, but are not limited to: junk/trash, extended living in R.V., abandoned vehicle, unattached trailer on street, weeds, snow and ice removal, etc.~~

Reporting Services

SAFEbuilt will continue to provide reporting as previously specified and work to develop requested reports to meet your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. TOWN OBLIGATIONS

- ✓ All fees will be collected by the Town
- ✓ Town will intake permits, plans and related documents for pick up by SAFEbuilt and/or submit to SAFEbuilt electronically
- ✓ Town will provide zoning administration for residential and commercial projects

Emergency Response Services

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 and 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.

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Town holidays.

- ✓ Building Official and Inspectors are available by cell phone/email

- ✓ Permit Technician/Administrative personnel shall require a one (1) week advance notice to guarantee service; Consultant will make best effort to provide service is notice is less than one (1) week

Deliverables			
INSPECTION SERVICES	Perform inspections called in by 7:30 am the same business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
✓ Large commercial within	20 business days	10 business days or less	
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

4. FEE STRUCTURE

SAFEbuilt fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Building Permit Fees	72% of applicable fees based on Town Fee Schedule as established by ordinance
Plan Review Fees (excludes engineer review fees)	
Electrical Permit Fees	
Single Stop Fees	
Review of changes to approved plans	
After Hours/Emergency Inspection Services	
Re-Inspection Fee	
Structural Engineering Plan Review	\$150.00 per hour –prior approval from both Parties
Stock Model/Same As Plan Review Fees:	
No Change to Stock Plan:	72% of applicable fees as established by ordinance
Minor Changes to Stock Plan:	72% of applicable fees as established by ordinance
All Other Changes to Stock Plan:	72% of applicable fees as established by ordinance

Pre-Move Inspection of Dwellings: Within thirty (30) miles of the Town Greater than thirty (30) miles from the Town	\$150.00 per dwelling \$250.00 per dwelling
Code Enforcement Services:	April 1st 2017 to March 31st 2018 - \$56.75 per hour
• Not to exceed \$40,000 per year	April 1st 2018 to March 31st 2019 - \$58.45 per hour
• Hourly rate shall be assessed utilizing a	April 1st 2019 to March 31st 2020 - \$60.20 per hour
one (1) hour minimum	April 1st 2020 to March 31st 2022 - \$62.00 per hour
Investigative & Testimony Fee	72% of applicable fees based on Town Fee Schedule as established by ordinance
• Equates to 50% of original permit fee	
Town Owned Projects:	
Less than \$250,000 in valuation:	No Charge to Town
Greater than \$250,000 in valuation:	50% of applicable fees as established by ordinance
Administration Fees	No Charge – Town retains at 100%
As-Requested Permit Technician/Administrative	\$50.00 per hour – one (1) hour minimum

Software Fee Schedule:	
Meritage Software	No Charge to Town
Code Enforcement Software	\$100.00 per month

Building permit fees shall be based on project valuation as determined by the International Code Council Building Valuation Data 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 contractor's profit. Project valuation may be adjusted periodically based on economic factors after consultation with the Town.