

VILLAGE OF BUFFALO GROVE  
FIRE PLAN REVIEW SERVICES

Fire Plan Review Services Agreement (the “**Agreement**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Fire Safety Consultants, Inc. (hereinafter the “**Contractor**”) on this 21st day of October, 2019 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

## **RECITALS**

**WHEREAS**, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

**WHEREAS**, the Contractor wishes to enter into this Agreement with the Village and the Village wishes to enter into this Agreement with the Contractor for the Work;

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

## **ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR**

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Agreement **Exhibit A** (the “**Work**”) which is incorporated into the Agreement by this reference.

## **ARTICLE II - AGREEMENT DOCUMENTS**

The following exhibits are attached hereto and incorporated herein by this reference:

**Agreement Exhibit A – Description of the Work**  
**Agreement Exhibit B – Schedule of Prices**

If any term or provision of this Agreement shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

## **ARTICLE III - AGREEMENT AMOUNT**

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Agreement as detailed in **Agreement Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Agreement, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

#### **ARTICLE IV – APPLICATION FOR PAYMENT**

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. Invoice with cost per facility

All payments under this Agreement must be approved by the Village's Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Agreement are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Agreement. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

#### **ARTICLE V – TERM and TERMINATION**

The Village will enter into a three (3) year contract with two (2) possible two (2) year extensions from the date of award. At the end of any contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to ninety (90) calendar days for the purpose of securing a new contract.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Contractor. In the event that this Agreement is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

#### **ARTICLE VI – ESCALATION**

Written requests for price revisions after the first three year period shall be submitted at least sixty (60) calendar days in advance of the anniversary of the Effective Date. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Agreement and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 24-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 2.5% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

## **ARTICLE VII – ACCIDENT PREVENTION**

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Fire Chief or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Fire Chief or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

## **ARTICLE VIII – INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Agreement and the Work.

## **ARTICLE IX – INSURANCE**

**A. LIMITS OF INSURANCE** – For the entire duration of this Agreement, Contractor shall maintain insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the Work as follows:

1. **Commercial General Liability Insurance** – The Contractor shall maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the followings: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Board Form General Liability Extensions or Equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; and (F) Per contract aggregate. All general liability coverage shall be provided on an occurrence policy form, claims-made general liability policies will not be accepted.
2. **Motor Vehicle Liability Insurance** – The Contractor shall maintain motor vehicle liability insurance with limits of liability of not less than \$3,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
3. **Workers Compensation** – The Contractor shall maintain workers compensation insurance as required by the Labor Code up to the statutory limits and employer’s liability limits of \$500,000 per accident.
4. **Builders Risk Property Coverage** – The Contractor shall maintain builders risk property coverage insurance in an amount equal to the sum of payments under Article III owed to the Contractor.

**ARTICLE IX – INSURANCE (cont.)**

**B. REQUIREMENTS FOR ALL INSURANCE** – All insurance required under this Article IX shall be placed with an insurance carrier licensed and admitted to do business in the State of Illinois with an A.M. Best Ratings of at least A- and size of VII. Further, all insurance required under this Article IX shall name the Village, its elected and appointed officials, agents, employees and volunteers as an additional insured and shall contain a Severability of Interests/Cross Liability clause stating that the Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

**C. SELF INSURANCE DEDUCTIBLES** - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**D. PRIMARY COVERAGE AND NO CONTRIBUTION** – All insurance provided by the Contractor under this Article IX shall be primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13.

**E. INDEMNIFICATION AND KOTECKI CAP WAIVER** – To the fullest extent permitted by law the Contractor shall indemnify, defend and hold the Village, and its elected and appointed officers, directors, members, employees, agents, and representatives, harmless from all claims and suits for damages arising from personal injuries, including death to persons or damage to property and from all expenses for defending such claim or suit, including court costs and reasonable attorney's fees, arising out of the acts, omission or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable. The Contractor shall have no duty to indemnify the Village hereunder against claims arising as a result of the Village’s sole negligence. To the maximum extent permitted by law, in claims against any person or entity indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligations under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under any workers’ compensation acts, disability benefit acts or other employee benefit acts.

**F. INSURANCE OF SUBCONTRACTORS** – The Village reserves the right to require all major subcontractors, as determined by the Village in its sole discretion, to carry the same insurance outlined in this Article IX. All contracts with any subcontractor must include a provision that the subcontractor waive its Kotecki Cap limits.

**G. CANCELLATION CLAUSE WITHIN INSURANCE** – All insurance required under this Article IX will provide that the Village receive at least thirty (30) calendar days notice prior to any modification, cancellation, suspension or expiration of the policy.

**ARTICLE IX – INSURANCE (cont.)**

**H. CERTIFICATES OF INSURANCE** – The Contractor, and any applicable subcontractor, must provide to the Village certificates of insurance providing for all the insurance required by this Article IX *prior* to the Contractor, and any applicable subcontractor, performing any of the Work. Notwithstanding, the Village reserves the right to request fully certified copies of all insurance policies and endorsements. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 or CG 2026.

**I. RETENTION OF PAYMENTS** – The Contractor and the Village agree that the Village may withhold payments due to the Contractor by virtue of this Agreement if, in the Village’s sole discretion, such amounts are necessary to protect the Village from any loss from any claim, suit, loss, or judgment until such claim, suit, loss, or judgment has been settled or discharged to the satisfaction of the Village.

**J. PROFESSIONAL LIABILITY**

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, contractor): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
  - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
  - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

**ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE**

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

**ARTICLE XI – COPYRIGHTS AND LICENSES**

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Agreement and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Agreement for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

**ARTICLE XII – NOTICE**

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove  
50 Raupp Blvd  
Buffalo Grove, IL 60089  
ATTN: Purchasing Manager  
  
Cc: brobinson@vbg.org  
Cc: pbrankin@schainbanks.com

IF TO THE CONTRACTOR: Fire Safety Consultants  
2420 Alft Lane  
Elgin, IL 60124  
ATTN: Keith Frangiamore

**ARTICLE XIII – CHANGE ORDERS**

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

**ARTICLE XIV – NOTICE OF STARTING WORK**

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

**ARTICLE XV – SEQUENCE OF THE WORK**

The Fire Chief shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

## **ARTICLE XVI – SUPERVISION**

The Fire Chief shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Fire Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Fire Chief, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

## **ARTICLE XVII – STANDARD OF WORK AND WORKERS**

The Contractor shall employ competent staff and shall discharge, at the request of the Fire Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

## **ARTICLE XVIII – CONDITIONS OF THE WORK SITE**

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Fire Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Fire Chief or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Fire Chief or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Fire Chief or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

## **ARTICLE XIX – WARRANTY PERIOD**

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Fire Chief or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

## **ARTICLE XX – ACCIDENTS**

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Fire Chief by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

**ARTICLE XXI – NO ASSIGNMENT**

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Agreement to any person, firm or corporation without written consent of the Fire Chief or his authorized representative.

**ARTICLE XXII – DEFAULT**

The following shall constitute a default an “**Event of Default**” by the Contractor under this Agreement:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Agreement;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Agreement; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

**ARTICLE XXIII – DELAYS**

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Agreement.



## **ARTICLE XXIV – COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

**A. NO DISCRIMINATION** – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Agreement.

**B. FREEDOM OF INFORMATION** - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

**C. ILLINOIS WORKERS ON PUBLIC WORKS ACT** - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

**D. NOT A BLOCKED PERSON** - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Agreement is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

**E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT** - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

**ARTICLE XXV – NO WAIVER OF RIGHTS**

A waiver by the Village of any Event of Default or any term of provision of this Agreement shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Agreement.

**ARTICLE XXVI – CONTROLLING LAW AND VENUE**

This Agreement is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

**ARTICLE XXVII – MISCELLANEOUS**

- A. AMENDMENT** – This Agreement may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Agreement, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Agreement, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Agreement.
- D. NO THIRD PARTY BENEFICIARIES** – This Agreement does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Agreement shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Agreement supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Agreement is adjudicated invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME**  
Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday

J. **COUNTERPARTS** – This Agreement may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Agreement to be executed as of the Effective Date.

**Village of Buffalo Grove,**  
an Illinois home-rule unit of government

**Fire Safety Consultants Inc.**

By:   
Name: Dane Bragg  
Title: Village Manager

By:   
Name: Keith Frangiamore  
Title: President

AGREEMENT EXHIBIT A

**[Description of the Work]**

## Scope of Services Requested

Overview

## A. GENERAL INSTRUCTIONS

## OBJECTIVE:

The Third Party Fire Plan Review Contractor (“Contractor”) shall perform fire plan review services for the Village pursuant to Title 15 of the Buffalo Grove Municipal Code and the Life Safety Code (NFPA 101 current edition). The Contractor shall ensure that the required reviews are performed under the direct supervision of staff trained in fire protection to a minimum of National Institute for Certification in Engineering Technologies (NICET) Level II or a State of Illinois Licensed Fire Protection Engineer.

## SCOPE OF WORK:

## A. The Contractor shall:

1. Examine and review fire sprinkler plans, calculations and specifications for compliance with the applicable codes and the associated referenced standards adopted by the Village of Buffalo Grove.
2. Examine and review fire alarm plans for compliance with the applicable codes and the associated referenced standards adopted by the Village of Buffalo Grove.
3. Examine and review construction plans for compliance with NFPA 101 Life Safety Code and the associated referenced standards adopted by the Village of Buffalo Grove and the State of Illinois.

B. The above listed reviews are not peer reviews. The work will be on an as needed basis and will be subject to an irregular schedule. The scope of work will be limited to the instructions provided by the Village of Buffalo Grove Fire Chief or his designee for each project. The Contractor will submit the findings of the plan review directly to the Village of Buffalo Grove Fire Chief and his designees. Direct contact with the applicant or the designer will not be permitted.

C. The Contractor shall provide a method of express mail delivery service, for the receipt of plan sets, at the Contractor’s expense. A method for transferring large files in either AutoCad or PDF format should also be provided by the Contractor.

## PLAN REVIEW PROCESS:

The successful delivery of the plan review services requires the coordination of tasks between the Village and the Contractor. These tasks include but are not limited to:

The Village will collect all initial permit applications and construction/engineering plan documents from the customer.

The Village will submit all applications and construction/engineering plan documents to the Contractor for review. The Village shall have access to the electronic project file maintained by the Contractor throughout the duration of the plan review and inspection processes in order to monitor project progress, provide as needed customer status updates, and respond to any applicable Freedom of Information Act (FOIA) requests.

Prior to the commencement of work on any given project, the Contractor shall prepare a work order for plan review services, which will be submitted to the Village for approval.

The fees on such work order shall be calculated using a per square foot rate for each project receiving plan review

services as agreed upon by both parties and reflected in the Schedule of Prices.

After Village authorization, the Contractor shall perform the initial plan review and provide a plan review letter to the Village no later than nine (9) calendar days of receipt of plan documents from the Village.

If after the initial plan review it is determined that a subsequent plan review is needed, the Contractor shall note the required plan changes in the plan review letter to the Village. The Village will communicate the necessary plan changes to the customer and acquire revised plan documents for re-submittal to the Contractor for subsequent plan review.

All subsequent plan reviews by the Contractor shall be completed no later than five (5) calendar days of receipt of revised plan documents from the Village. The first subsequent plan review shall be completed as part of the approved project work order at no additional cost. Any plan reviews beyond the first subsequent plan review shall be completed at an hourly rate as agreed upon by both parties and reflected in the Schedule of Prices.

At the completion of the plan review process, the final plan review letter from the Contractor to the Village shall be accompanied by the approved set of plans and include:

Certification by the Contractor that the approved plan(s) are in conformance with the codes as adopted by the Village, including all applicable State of Illinois statutes and codes.

Permit fees calculation sheet (form provided by Village).

(Optional) Work order for inspection services (work order must be approved by Village with signature prior to the commencement of inspections).

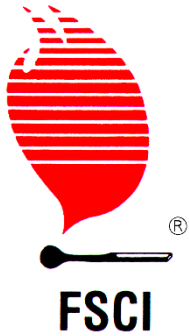
Upon the receipt of the approved plan documents and final plan review letter from the Contractor, the Village will issue the building permit to the customer and provide electronic copies of the permits to Contractor.

#### WORK FLOW - FUTURE

The Village of Buffalo Grove Community Development Department will be moving to an Enterprise Resource Planning (ERP) software for plan review and inspections. It is envisioned that all work will be assigned through this new software system.

The Contractor shall be responsible to provide their staff with a desktop computer, and i-Pad, or mobile laptop with internet access, to complete reviews, provide comments, and perform inspections. The Village of Buffalo Grove Community Development Department will provide the Contractor's staff with training on the ERP and the expected work flow.

**Section I – Introduction to Contractor**



***Specializing in Fire, Building, and Life Safety***

***Corporate Office***

2420 Alft Lane  
Elgin, IL 60124  
P: 847.697.1300  
F: 847.697.1310  
[www.firesafetyfsci.com](http://www.firesafetyfsci.com)

***Regional Office***

23650 Woodward Avenue  
Suite 200  
Pleasant Ridge, MI 48069  
P: 248.545.3330  
F: 248.545.3376

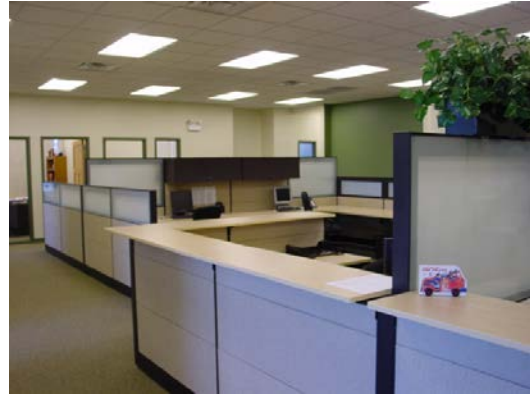


**FSCI**

*2420 Alft Lane  
Elgin, IL 60124  
Office: 847-697-1300  
Fax: 847-697-1310  
Website: [www.firesafetyfsci.com](http://www.firesafetyfsci.com)  
E-Mail: [info@firesafetyfsci.com](mailto:info@firesafetyfsci.com)*

## COMPANY BACKGROUND

Fire Safety Consultants, Inc. (FSCI) was formed in 1983 as a firm of fire protection specialists dedicated to providing the highest quality, code based fire protection plan review services. In 2004, FSCI merged with Britt-Moore Associates allowing us to specialize in building code consulting and we also opened our first regional office in Pleasant Ridge, Michigan. In 2007, we moved into our current Corporate Offices location in Elgin, Illinois. More recently, in September 2017, FSCI was acquired by Paramedic Services of Illinois, Inc. (PSI), and operates independently as division of PSI. As always, we strive to serve our clients with integrity and professionalism. Currently, we are one of the largest private plan review service companies in the United States and are proud to have an extensive list of long standing clients who have chosen Fire Safety Consultants, Inc. to provide their plan review services.



Because of our fire protection roots, we will always work with local authorities to resolve all issues based on code requirements.

Participation in the code development process gives our staff an intimate knowledge and understanding of many codes and standards. FSCI principals and senior consultants have been involved in the code development process on the national and state levels. Some of these committees included NFPA 3, NFPA 4, NFPA 13, NFPA 24, NFPA 72, NFPA 101, NFPA 291, NFPA 1201/1250, NFPA 5000, and the ICC International Fire Code.

FSCI specializes in fire protection disciplines, building and life safety plan review services, seminar presentations, and consulting services to private industry.

In 2004, we opened our first regional office in Pleasant Ridge, Michigan, then in 2007 we moved into our new corporate headquarters in Elgin, Illinois. FSCI currently employs over 40 highly trained staff with experience in specific or multiple disciplines.

Our company offers a full range of fire, building and life safety services including:

- ◆ Plan Review Services of building code, fire code, life safety code and fire protection system standards
- ◆ Inspections and testing of fire protection systems
- ◆ Consultation related to building code, fire code, life safety code and fire protection system standards
- ◆ Fire protection system NFPA 25 inspections
- ◆ Fire, life safety, and building code consulting including annual fire and life safety inspections
- ◆ Educational seminars
- ◆ Fire investigations related to fire protection systems and equipment



## **ADVANTAGES TO USING FSCI SERVICES**

- ◆ All plan review is performed by our highly trained staff that is required to attend ongoing training and maintain numerous NICET, ICC and NFPA certifications.
- ◆ One set fee for all plan reviews per discipline.
- ◆ Turnaround time is normally 10 business days.
- ◆ Expedited turnaround is offered for an additional fee.
- ◆ Complimentary project meetings or conference calls for all plan reviews.
- ◆ Consultants are always available to answer any code or project specific questions.
- ◆ Compliance inspections for any fire protection, building or life safety project.
- ◆ One set fee includes up to 4 inspections with plan reviews for all projects within 100 miles of our offices.
- ◆ Inspections are performed within 48 to 72 hours of request.
- ◆ Fire protection, building and life safety consultation on all types and sizes of projects.
- ◆ Large project management including fire protection, building and life safety plan review and compliance inspections.
- ◆ Courtroom testimony/legal research available upon request.
- ◆ ICC, IBC/IFC and NFPA code interpretations available upon request.
- ◆ All information related to each of our clients and their projects is maintained in our database, immediately accessible to our efficient and friendly staff.
- ◆ We provide expert training for your staff or organization, including all fire, building and life safety code related topics as well as many referenced standards.

Section II – Services



*Specializing in Fire, Building, and Life Safety*

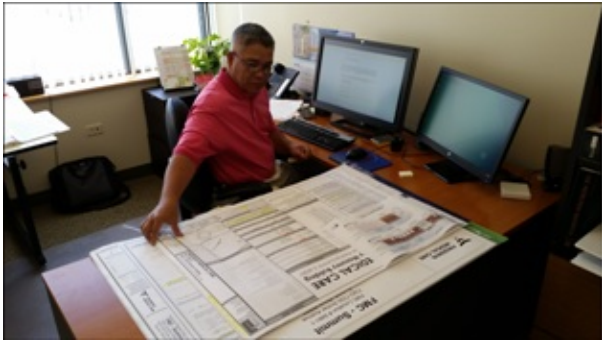
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**OUR SERVICES**

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## PLAN REVIEW SERVICES

FSCI can handle all of your building code/fire protection plan review needs. FSCI performs building code, life safety code, electrical, plumbing, mechanical, accessibility, and fire code as well as fire sprinkler, fire alarm, kitchen hood, clean agent/gas suppression system, etc. plan reviews. Our building code reviews include tables identifying all relevant information such as building construction classification, use occupancy classification, building height and area, occupant loading, etc.



As part of our plan review services we provide:

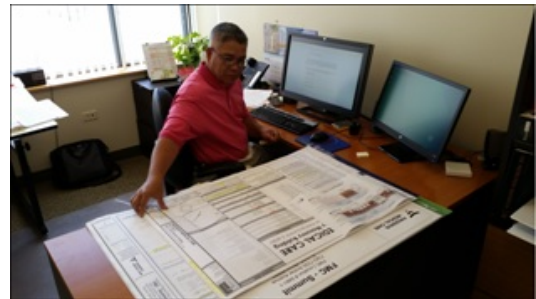
- ◆ One set fee for plan reviews, all additional reviews are performed for no additional charge.
- ◆ Complimentary telephone consulting to you and your personnel on projects being reviewed.
- ◆ Building code and fire protection plan review turnaround within ten business days.
- ◆ Project meetings or conference calls to discuss the fire protection, building, and fire or life safety code requirements with the architect and/or engineer.
- ◆ All projects are tracked by our database, identifying the exact status of every project within our offices.
- ◆ Expedited services are available for an additional fee.

FSCI plan review letters are designed around a computer formatted, technical letter that is custom designed to your particular municipality's needs. As an example, we can add:

1. Local building or fire code official's interpretations.
2. Municipal amendments to the adopted codes.
3. Adopted code appendix or annex information.
4. Jurisdictional information for different service areas.

FSCI has a highly trained, experienced staff to handle all your plan reviews, inspections and/or code questions.

You can call FSCI anytime with codes or standards questions and get a prompt, reliable response.



Whether related to a specific project or a question you may have when you are on an inspection, FSCI is always here to help.

## INSPECTIONS



FSCI offers inspections and witnessing of both new and existing building code/fire protection system testing for municipalities within 100 miles of our offices, or as part of a large project. We will inspect the systems for compliance with applicable codes and approved plans. We then provide the municipality with a report on the inspections, tests performed, and recommendations.

We also provide a set inspection fee, which includes up to four inspections, for each discipline.

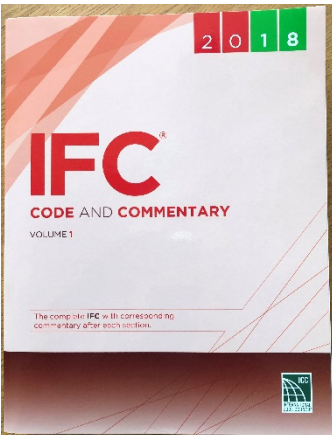
We can inspect all building code/fire protection systems including automatic fire sprinkler systems, fire alarm systems, clean

agent and gas suppression systems, kitchen mechanical hood systems, kitchen hood suppression systems, smoke control systems, exiting requirements, fire stopping, and fire-rated wall construction.

FSCI Field Services staff members train regularly to provide the highest quality, technical inspections for all types of fire protection systems as well as building, fire and life safety code compliance inspections.

We can train your personnel to witness acceptance tests including hands on field experience on projects within your jurisdiction accompanied by our highly competent field services staff.

We offer complete annual fire and life safety inspection services for municipalities and fire departments.



## CONSULTING

FSCI can be used as a code permitted third party to provide the needed assistance to both governmental and private entities to determine the acceptability of specialized technologies, processes, facilities, materials and uses. Our opinions may be used by the local code official/authority having jurisdiction, developer, builder, or building owner or occupant to determine the safe operation and use of a facility.



FSCI building code, fire, and life safety consulting can develop proper protection criteria based on economics, meaningful goals, and governing codes and standards. FSCI can provide complete building, fire, and life safety code consulting, site review, and inspection services.

FSCI can also analyze current building conditions, review applicable code requirements, evaluate and provide recommendations for existing fire protection, storage arrangements, fire code and building code, and/or life safety code requirements. FSCI can provide hazardous material, flammable/combustible materials, and commodity vs. density studies.

Additional consulting services include site development reports, legal code research and court testimony; wireless fire alarm signal transmission network consulting and specifications; fire loss inspections for municipalities, businesses, insurance companies, and law firms; loss prevention analysis; fire service planning and management protection including annual fire and life safety inspections.



## **SEMINARS**

FSCI is a leader in fire protection seminars for architects, engineers, building officials, fire officials, property management firms, and building owners. Our instructors have over 150 years of collective teaching experience.

Some of our Seminar clients include:

American Society of Plumbing Engineers	Michigan Fire Inspectors Society
Auburn Hills Fire Department	Montana Building Codes Division
Best Defense	New York Fire Alarm Association
City of Milwaukee, WI	Paducah, KY Fire Department
City of Norristown, PA	Rutgers University
Illinois Fire Inspectors Association	Silent Knight
Lillibridge Healthcare Services	Tennessee Fire Safety Inspectors Association

FSCI has presented seminars throughout the United States, Canada, Mexico, South America, and most recently Japan and the Middle East.

We are approved to provide Continuing Education Units (CEU's) in Michigan, New Jersey and Wisconsin and are an ICC Preferred Training Provider. Continuing Education Units are a nationally recognized method of quantifying the time spent in the classroom during professional development and training activities. FSCI will apply for CEU Provider approval in any state upon request.

### **Some of FSCI's Seminars Include:**

- ◆ Alternative Extinguishing Systems
- ◆ Basic Fire Alarm Plan Review
- ◆ Common Sprinkler & Fire Alarm System Submittal Mistakes
- ◆ Fire Alarm Requirements of the 2015 IBC
- ◆ Fire Alarm Plan Review Submittal Documentation
- ◆ General Storage and ESFR Sprinkler Requirements
- ◆ IBC Fire Related Assemblies
- ◆ Inspection, Testing & Maintenance of Fire Alarm Systems
- ◆ NFPA 13 - Significant Changes
- ◆ NFPA 20 - Fire Pump
- ◆ NFPA 25
- ◆ NFPA 72 - Significant Changes to the 2013 & 2016 Ed., National Fire Alarm & Signaling Code
- ◆ Wet Chemical Kitchen Hood Extinguishing Systems

Section IV – Resumes and Organization



*Specializing in Fire, Building, and Life Safety*

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**OUR MANAGEMENT TEAM**

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## CORPORATE MANAGEMENT TEAM



**Keith Frangiamore** has a degree in fire technology and is the President of FSCI responsible for directing the overall operations of the company. Keith is a NFPA Certified Fire Protection Specialist with over 40 years of fire protection experience including managing various building and fire plan review/inspection programs.

**Warren Olsen's** degree is in fire service administration and is the Vice President of the Building, Training and Marketing with FSCI. Warren is a Certified Building Code Official and NFPA Certified Fire Protection Specialist with over 40 years of experience in the building and fire protection fields. Warren has a wealth of building code related knowledge and expertise, including his experience as a municipal building and fire code official.



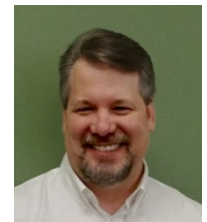
**Fred Hoegler** has a degree in fire service administration and is the Vice President of Fire Protection Plan Review and Field Services with FSCI, managing the fire protection plan review, inspection staff and client services. Fred holds numerous NICET and ICC certifications and has a great deal of management and code experience, including as the Deputy Fire Chief in a municipality.

**Carrie Huber** is the office manager and human resources manager who joined FSCI in 2002. Carrie is a member of Society of Human Resource Management (SHRM) and local SHRM Chapter. Carrie holds various certifications including: Payroll Administrator, Compensation Administrator, Fair Labor Standards Act, Human Resource Management, Various Microsoft programs and State of Illinois Notary Public.



**Brent Gooden** is the field services coordinator and has a business degree. He joined FSCI 2008 and was promoted to manager of the Michigan Regional office in May of 2013. Brent returned to the corporate office in 2015 and is the Senior Fire Protection Consultant, responsible for overseeing Michigan office staff and FSCI field services division. Brent holds numerous NICET and ICC certifications.

**Matt Davis** is the fire protection plan review services coordinator and joined FSCI 1998. Matt is the Senior Fire Protection Consultant responsible for coordinating the movement of all fire protection plan reviews through the division. Matt holds numerous high-level NICET and ICC certifications.





# FIRE SAFETY CONSULTANTS, INC. ORGANIZATION CHART



Finance Department  
Fifty Raupp Blvd.  
Buffalo Grove, IL 60089-2198  
Phone 847-459-2525  
Fax 847-459-7906

### Fire Plan Review Services Addendum #1

**TO:** Prospective Respondents and Other Interested Parties  
**FROM:** The Village of Buffalo Grove Finance Department  
**ISSUE DATE:** August 6, 2019  
**SUBJECT:** ADDENDUM #1

Note: This Addendum is hereby declared a part of the original bid documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the bid Documents for Fire Plan Review Services

- Q1. Would the certifications combined with the experience noted above be acceptable in lieu of the requested NICET Level II Certification? Would NICET Level I Certification combined with the certifications and experience be acceptable in lieu of the requested NICET Level II Certification?
- A1. The Village may accept other recognized licensing/certifications in place of the NICET requirements. The Village will review qualifications on a case by case basis.
- Q2. Approximately how many fire plan reviews did the Village of Buffalo Grove have in 2018 and approximately how many in 2019 to date?
- A2. On average 20 plan reviews per year

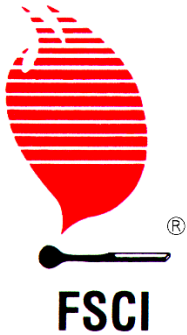
PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR RESPONSE.

RESPONDENT: Fire Safety Consultants, Inc.

SIGNED: *Scott S. Franzen* DATE: August 16, 2019  
TITLE : President

AGREEMENT EXHIBIT B

**[Schedule of Prices]**



*Specializing in Fire, Building, and Life Safety*

**Corporate Office**

2420 Alft Lane

Elgin, IL 60124

P: 847.697.1300

F: 847.697.1310

[www.firesafetyfsci.com](http://www.firesafetyfsci.com)

**Regional Office**

23650 Woodward Avenue

Suite 200

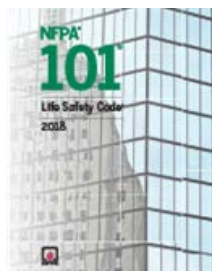
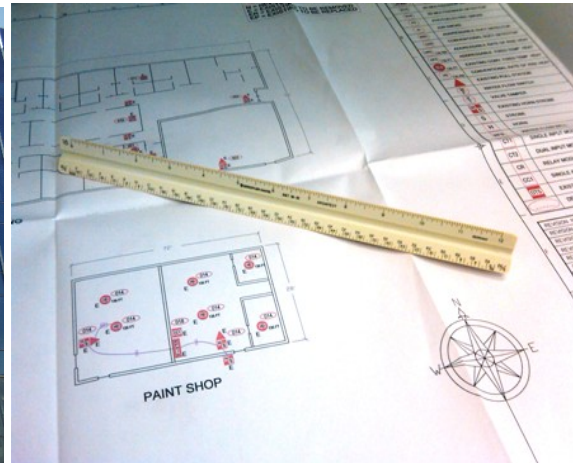
Pleasant Ridge, MI 48069

P: 248.545.3330

F: 248.545.3376

## ***Fire Safety Consultants, Inc. Fee Schedule***

*Effective January 2, 2018*



- ◆ **Plan Review Services for Building, Fire, Life Safety Codes and Fire Protection Standards**
- ◆ **Inspections & Testing of Fire Protection Systems**
- ◆ **Consulting—Building, Fire, Life Safety Codes and Fire Protection Standards including Annual Fire & Life Safety Code Inspections**
- ◆ **Educational Seminars**
- ◆ **Fire Protection System Inspection, Testing & Maintenance (ITM'S)**
- ◆ **Fire Service Planning & Management**
- ◆ **Fire Investigations Related to Fire Protection Systems and Equipment**
- ◆ **Site Investigation Reports**

# FSCI BASIC FEE SCHEDULE

Effective January 2, 2018

## SEMINARS

FSCI is a leader in the field of fire protection seminars for architects, engineers, building code officials, fire officials and building owners.



These seminars have been taught for the Michigan Fire Inspectors Association and the Illinois Fire Inspectors Association as well as other customers in many different states and countries.

**FSCI is an ICC Preferred Provider and provides CEU's for ICC approved seminars.**

We are currently approved CEU providers in Michigan, Wisconsin, New Jersey, and Pennsylvania. FSCI will apply for CEU Provider approval in any state upon request.

Some of FSCI's seminars include:

- ✧ *Understanding the International Fire Code*
- ✧ *Fire Alarm System Plan Review*
- ✧ *International Building Code Concepts*
- ✧ *National Fire Alarm Code for the Code Official*
- ✧ *General Storage & ESFR Sprinklers*
- ✧ *Kitchen Hood Wet Chemical & Mechanical Systems*
- ✧ *Clean Agent Suppression Systems*
- ✧ *Inspection, Testing & Maintenance of Fire Protection Water Based Systems*
- ✧ *Inspection, Testing & Maintenance of Fire Alarm Systems Water*

<b>LUNCH TALK PRESENTATION</b>		
<b>Length</b>	<b>Instructor Fee</b>	<b>Book/Material Fee</b>
Up to 1 hour	None	Cost of books and materials will vary based on the topic.
<b>HALF DAY SEMINAR</b>		
<b>Length</b>	<b>Instructor Fee</b>	<b>Book/Material Fee</b>
2 hour	\$255.00	Cost of books and materials will vary based on the topic.
3 hour	\$380.00	
4 hour	\$505.00	
<b>ONE &amp; MULTIPLE DAY SEMINARS</b>		
<b>Length</b>	<b>Instructor Fee</b>	<b>Book/Material Fee</b>
Per Day	\$855.00	Cost of books and materials will vary based on the topic.
<b>TRAVEL EXPENSES</b>		
		<b>Fee</b>
Mileage, airfare, lodging, rental car, meal allowance, parking, etc.		Actual Travel Costs

# FSCI BASIC FEE SCHEDULE

Effective January 2, 2018

## ***FIRE PROTECTION, BUILDING CODE, FIRE & LIFE SAFETY***

### **I. PLAN REVIEW SCHEDULES**

- All plan reviews are completed for one set fee per project discipline.
- All fire protection plan review fees **with inspections** include up to four (4) field inspections for one set fee, per project discipline (except as noted).

#### **Sprinkler Systems NFPA 13 and 13R**

NUMBER OF SPRINKLERS	WITHOUT INSPECTIONS	WITH INSPECTIONS
1 to 20 (minimum fee)	\$210.00	\$410.00
21 to 100	\$440.00	\$890.00
101 to 200	\$585.00	\$1,200.00
201 to 300	\$670.00	\$1,325.00
301 to 500	\$985.00	\$1,675.00
Over 500	\$985.00 plus \$1.09 for each sprinkler over 500	\$1,675.00 plus \$1.20 for each sprinkler over 500

#### **Residential NFPA 13D**

NUMBER OF SPRINKLERS	WITHOUT INSPECTIONS	WITH INSPECTIONS
1 to 25	\$190.00	\$320.00
26 to 50	\$225.00	\$355.00
51 to 100	\$235.00	\$365.00
Over 100	\$235.00 plus \$1.16 for each sprinkler over 100	\$365.00 plus \$1.55 for each sprinkler over 100

#### **Fire Detection and Alarm Systems**

NUMBER OF ALARM DEVICES	WITHOUT INSPECTIONS	WITH INSPECTIONS
1 to 25	\$205.00	\$410.00
26 to 50	\$440.00	\$785.00
51 to 75	\$705.00	\$1,075.00
76 to 100	\$855.00	\$1,250.00
101 to 125	\$1,025.00	\$1,440.00
Over 125	\$1,025.00 plus \$5.70 per additional device over 125	\$1,440.00 plus \$8.40 per additional device over 125

**Standpipe, Fire Pumps and Underground Water Main Systems**

TYPE OF SYSTEM	WITHOUT INSPECTIONS	WITH INSPECTIONS
Standpipe Systems	\$225.00	\$550.00
Fire Pumps	\$205.00	\$455.00
Underground Water Main*	\$365.00	\$650.00

\*Additional fees may apply for large or complex projects.

**Restaurant Wet Chemical Systems**

NUMBER OF NOZZLES	WITHOUT INSPECTIONS	WITH INSPECTIONS
1 to 15	\$285.00	\$480.00
16 to 30	\$395.00	\$660.00
31 to 50	\$505.00	\$840.00
Over 50	\$505.00 plus \$10.00 for each nozzle over 50	\$840.00 plus \$16.70 for each nozzle over 50

**Restaurant Mechanical Hood and Duct Systems**

TYPE OF SYSTEM	WITHOUT INSPECTIONS	WITH INSPECTIONS
Mechanical Hood & Duct System	\$395.00 for 1 <sup>st</sup> hood \$200.00 for each additional hood reviewed at the same time.	\$885.00 for 1 <sup>st</sup> hood \$400.00 for each additional hood reviewed at the same time.

**Smoke Control/Management/ Exhaust Systems**

TYPE OF SYSTEM	WITHOUT INSPECTIONS	WITH INSPECTIONS
Smoke Control/Management	\$755.00 minimum fee per system Plus hourly rate after 6 hours	\$1,505.00 minimum fee per system Plus hourly rate after 12 hours

**Clean Agent Suppression Systems or Dry Chemical Systems\***

CUBIC FOOTAGE OF PROTECTED AREA	WITHOUT INSPECTIONS	WITH INSPECTIONS
0 TO 5,000	\$470.00	\$895.00
5,001 TO 10,000	\$585.00	\$1050.00
Over 10,000*	\$585.00 plus \$.05 per cubic foot over 10,000	\$1050.00 plus \$.10 per cubic foot over 10,000

\*May require additional fire alarm review fee.

**Fire Code Plan Review\***

<b>TYPE OF REVIEW</b>	<b>WITHOUT INSPECTIONS</b>	<b>WITH INSPECTIONS</b>
Basic Fire Code Review includes General Precautions, Emergency Planning, Fire Service Features, etc. Chapters 3 - 10.	\$455.00	\$895.00
Special Fire Code Review includes Basic plus High Hazard, Special Hazard, or Special Facilities	\$905.00	\$1,395.00

\*Additional fees may apply for large or complex projects.

**Life Safety Code Plan Review**

<b>CUBIC FEET</b>	<b>LIFE SAFETY CODE WITHOUT INSEPCIONS*</b>	<b>LIFE SAFETY CODE WITH INSPECTIONS**</b>
Up to 10,000	\$355.00	\$680.00
10,001 to 30,000	\$365.00	\$735.00
30,001 to 60,000	\$410.00	\$780.00
60,001 to 80,000	\$465.00	\$845.00
80,001 to 100,000	\$520.00	\$900.00
100,001 to 150,000	\$635.00	\$1,380.00
150,001 to 200,000	\$725.00	\$1,565.00
Over 200,000	\$725.00*	\$1,665.00**

\*Life Safety Code \$725.00 plus \$1.95/10,000 cu. ft. over 200,000 cu. ft.  
 15% reduction in fee for tenant space build out when reviewing multiple disciplines.  
 \*\*Life Safety Code with inspections - \$1,665.00 plus \$3.95/10,000 cu. ft. over 200,000 cu. ft.

***ONE AND TWO FAMILY DWELLING FEE SCHEDULE***

**One and Two Family Dwellings Plan Review without Inspections**

<b>SQUARE FEET</b>	<b>BUILDING</b>	<b>MECHANICAL</b>	<b>PLUMBING</b>	<b>ELECTRICAL</b>	<b>ALL DISCIPLINES</b>
Up to 3,000	\$205.00	\$205.00	\$205.00	\$245.00	\$605.00
Over 3,000	Add \$.07/sq. ft.	Add \$.07/sq. ft.	Add \$.07/sq. ft.	Add \$.07/sq. ft.	Add \$.20/sq. ft.

**One and Two Family Dwellings Plan Review with Inspections\***

<b>SQUARE FEET</b>	<b>BUILDING</b>	<b>MECHANICAL</b>	<b>PLUMBING</b>	<b>ELECTRICAL</b>	<b>ALL DISCIPLINES</b>
Up to 3,000	\$485.00	\$485.00	\$485.00	\$525.00	\$1,405.00
Over 3,000	Add \$.18/sq. ft.	Add \$.18/sq. ft.	Add \$.18/sq. ft.	add \$.21/sq. ft.	Add \$.45/sq. ft.

\*Additional inspections required after 3 (per discipline) are \$100.00 per hour with a minimum fee of \$150.00



**Building Plan Review without Inspections**

CUBIC FEET	BUILDING	MECHANICAL	PLUMBING	ELECTRICAL	SPECIAL USES	ACCESSIBILITY	ENERGY
Up to 10,000	\$310.00	\$310.00	\$310.00	\$310.00	\$310.00	\$310.00	\$310.00
10,001 to 30,000	\$365.00	\$365.00	\$365.00	\$410.00	\$365.00	\$365.00	\$410.00
30,001 to 60,000	\$410.00	\$410.00	\$410.00	\$510.00	\$410.00	\$410.00	\$510.00
60,001 to 80,000	\$465.00	\$465.00	\$465.00	\$615.00	\$465.00	\$465.00	\$615.00
80,001 to 100,000	\$520.00	\$520.00	\$520.00	\$745.00	\$520.00	\$520.00	\$745.00
100,001 to 150,000	\$635.00	\$635.00	\$635.00	\$905.00	\$635.00	\$635.00	\$905.00
150,001 to 200,000	\$725.00	\$725.00	\$725.00	\$1,160.00	\$725.00	\$725.00	\$1,160.00
Over 200,000	\$725.00*	\$725.00*	\$725.00*	\$1,160.00**	\$725.00*	\$725.00*	\$1,160.00**

\*Building/Mechanical/Plumbing/Special Uses/Accessibility - \$725.00 plus \$1.95/10,000 cu. ft. over 200,000 cu. ft.

\*\*Electrical - \$1,160.00 plus \$3.75/10,000 cu. ft. over 200,000 cu. ft.

Special Uses include assembly, covered malls, high rise, atriums, institutional, R-1 & R-2 and high hazard occupancies.

15% reduction in fee for tenant space build out when reviewing multiple disciplines.

**Building Plan Review with Inspections**

CUBIC FEET	BUILDING	MECHANICAL	PLUMBING	ELECTRICAL	SPECIAL USES	ACCESSIBILITY	ENERGY
Up to 10,000	\$680.00	\$680.00	\$680.00	\$680.00	\$680.00	\$680.00	\$680.00
10,001 to 30,000	\$735.00	\$735.00	\$735.00	\$780.00	\$735.00	\$735.00	\$780.00
30,001 to 60,000	\$780.00	\$780.00	\$780.00	\$875.00	\$780.00	\$780.00	\$875.00
60,001 to 80,000	\$845.00	\$845.00	\$845.00	\$980.00	\$845.00	\$845.00	\$980.00
80,001 to 100,000	\$900.00	\$900.00	\$900.00	\$1,385.00	\$900.00	\$900.00	\$1,385.00
100,001 to 150,000	\$1,380.00	\$1,380.00	\$1,380.00	\$1,645.00	\$1,380.00	\$1,380.00	\$1,645.00
150,001 to 200,000	\$1,565.00	\$1,565.00	\$1,565.00	\$2000.00	\$1,565.00	\$1,565.00	\$2000.00
Over 200,000	\$1,665.00*	\$1,665.00*	\$1,665.00*	\$2,100.00**	\$1,665.00*	\$1,665.00*	\$2,100.00**

\*Building/Mechanical/Plumbing/Special Uses/Accessibility - \$1,665.00 plus \$3.95/10,000 cu. ft. over 200,000 cu. ft.

\*\*Electrical - \$2,100.00 plus \$7.85/10,000 cu. ft. over 200,000 cu. ft.

Special Uses include assembly, covered malls, high rise, atriums, institutional, R-1 & R-2 and high hazard occupancies.

15% reduction in fee for tenant space build out when reviewing multiple disciplines.

Above fees include two site inspections (per discipline) and one final life safety inspection.

## II. EXPEDITED SERVICE

Fire protection plans reviewed in 3 to 5 business days. Building plans reviewed in 5 to 7 business days. Inspections will be scheduled as soon as possible, if applicable.



- Add 100% to the base plan review fee including inspection fees, if applicable.
- The review letter will be faxed or e-mailed and plans are returned UPS.
- FSCI retains the right to extend the review time on large projects for quality assurance.

## III. ELECTRONIC PLAN REVIEW SERVICES

- FSCI now offers electronic plan review services **only** where approved by FSCI's municipal client.
- Electronic plan review fee surcharge of \$75.00 will apply to each discipline reviewed electronically.
- All electronic plan reviews will be completed and distributed electronically.

## IV. INSPECTIONS

- All fire protection plan review fees **with inspections** include:
  - Up to four field inspections completed for one set fee (per project discipline except as noted).
  - ❖ Examples of inspections include:
    - Sprinkler or underground hydrostatic test
    - Sprinkler main drain test
    - Dry-pipe system 24 hour air and trip tests
    - Fire alarm open ceiling inspections where required by the municipality
    - Fire alarm system 100% system acceptance test - all devices
    - Suppression gas system discharge test
    - Room integrity test
    - Wet chemical system discharge test
    - Final inspection
- FSCI requests 72 hours notice for inspections.
- FSCI reserves the right to charge additional inspection fees for exceptional, large, design build, phased construction or special projects at \$100.00 per hour.
- Minimum inspection fee is \$150.00.

## V. SPECIAL PROJECTS AND SYSTEMS

- Estimates available for large, designed build, special projects, special suppression, or special detection systems.

## VI. CONSULTING

- Building, Fire, Life Safety and Fire Protection Consulting

\$150.00 per hour **minimum.**

- Legal Work and Courtroom Testimony

\$200.00 per hour **minimum.**

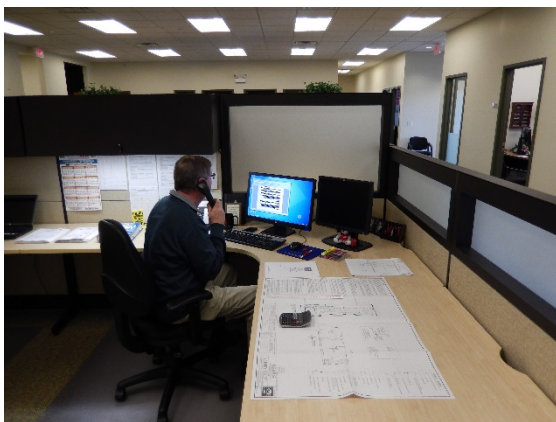


### *Sprinkler System Commodity vs. Density Study*

STUDY	WITHOUT SITE VISIT	WITH SITE VISIT
Sprinkler system commodities storage parameters based on fire sprinkler system design	\$980.00 per system Where sprinkler plans and calculations are provided	\$1,470.00 per system Includes design evaluation of existing fire sprinkler system

FSCI offers a full range of fire, building and life safety services including:

- ◆ Plan Review Services of Building Code, Fire Code, Life Safety Code and Fire Protection System Standards
- ◆ Inspections and Testing of Fire Protection Systems
- ◆ Consultation related to Building Code, Fire Code, Life Safety Code and Fire Protection System Standards
- ◆ Educational Seminars
- ◆ Fire Protection System NFPA 25 Inspections
- ◆ Fire Investigations Related to Fire Protection Systems and Equipment



FSCI was formed in 1983 as a firm of fire protection specialists dedicated to providing the highest quality, code-based fire protection plan review services. We are one of the largest, 3<sup>rd</sup> party plan review service companies in the United States, providing plan reviews for more than 200 municipalities and fire departments as well as many private companies throughout the U.S. Because of our code official roots, we will always work with local authorities to resolve all issues based on code requirements.

Participation in the code development process gives our staff an intimate knowledge and understanding of many codes and standards. FSCI principals and senior consultants are involved in the code development process on the national and state levels. Some of these committees include NFPA 13, NFPA 24, NFPA 72, NFPA 101, NFPA 291, NFPA 1201, NFPA 1250, NFPA 5000, and the ICC International Fire Code.