



AGENDA ITEM # 10A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

November 11, 2019

Item Title: Professional Services – Certified Building Official

**Staff Contact: Jason Bielawski, Assistant Village Administrator
Pat Watkins, Community Development Director**

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Village Administrator to sign an agreement for professional services between the Village of Roselle and HR Green, Inc. for certified building official services.

Executive Summary:

The Village’s Community Development Department is dealing with a staffing shortage since late-July following the resignations of the part-time building inspector and part-time economic development coordinator. Attempts at filling these two part-time positions have been unsuccessful. As a result, the Permit Coordinator and Planner positions have had to absorb additional duties in the short term. Based on the impact that these additional duties have placed on the Department, the Mayor and Village Administrator authorized the use of temporary certified building official (CBO) professional services through HR Green beginning on November 4. HR Green is a national engineering, technical, and management solutions provider with several offices in Illinois.

The Village has used HR Green previously for professional engineering services as well as management consulting in 2013 when the company completed an organizational review of the Village’s Public Works Department and inspectional services within the Public Works, Community Development, and Fire Departments. In 2015, HR Green completed a miscellaneous user fee and charges study including building permit fees, contractor licensing, and development fees. Therefore, HR Green has a strong understanding of the Village’s organization particularly related to Community Development inspectional services.

While the weekly hours worked by the CBO, Doug Jones, will vary at the discretion of the Village, it’s expected the CBO will average 30 hours per week at a weekly cost of \$3,500. The hours will vary based upon the upcoming holidays, employee staffing, and permit/building plan submittals.

Implications:

Is this item budgeted? Yes, the budget includes salary for the currently vacant part-time building inspector that will be used to offset the cost of these temporary professional services. Any difference in cost would be covered by general fund reserves.

Any other implications to be considered? In addition to providing temporary certified building official services, HR Green will provide an analysis of the Village's building plan review and inspectional services processes. The analysis will contain recommendations for improving operational efficiency and identifying options for providing these services in 2020 that ensure the demands and expectations of the community are met. Staff will bring recommendations to the Village Board in early-2020.

Attachments:

Resolution

Professional Service Agreement

Doug Jones Bio

RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT FOR CHIEF BUILDING OFFICIAL SERVICES BETWEEN THE VILLAGE OF ROSELLE AND HR GREEN, INC.

WHEREAS, the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, have determined that it is in the best interests of the Village of Roselle to enter into a contract for Professional Services with HR Green, Inc. for chief building official services.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that the Village Administrator is hereby authorized to sign the certain contract for Professional Services attached hereto and incorporated herein as fully set forth as Exhibit A.

ADOPTED this 11TH day of November, 2019

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT NO. _____ FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and HR Green, Inc. (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Village of Roselle (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide certified building official services to the Village; and

WHEREAS, HR Green, Inc. (hereinafter "Consultant") agrees to provide the necessary professional services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent contractor for the Village performing those professional services, which are described in the Scope of Services Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant for time and material per the Consultant's Bill Rate Fee Schedule. A breakdown of these fees by task is summarized in the Scope of Services Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall continue for as long as certain other conditions, identified in this agreement, exist and unless terminated by either party pursuant to Paragraph 11.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all defense costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional willful acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person

employed by Consultant or any others for whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of policy provisions and/or endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village, with 10 day exception for non-payment of premium. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (C) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If Consultant fails to perform according to the terms set forth herein, the Village may terminate this Contract upon seven days' written notice to Consultant. This Agreement may be terminated by the Village without cause upon fourteen days written notice. In the event of a termination, the Village shall pay Consultant for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The written notice required under this paragraph shall be either (a) served personally during regular business hours; (b) served by facsimile during regular

business hours; (c) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this contract with postage prepaid and deposited in the United States mail or by e-mail sent to the Consultant's Project Manager. Notice served personally, by facsimile transmission or e-mail shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All original records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village, except as may be required under court order and after written notice to Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification

shall be effective unless properly approved and executed by each party.

15. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois. The parties agree that any dispute arising under this Agreement shall be first submitted to non-binding mediation before filing any suit, except such filing immediately stayed that is necessary to preserve a claim.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the ____ day of _____, 20____.

VILLAGE OF ROSELLE
VILLAGE ADMINISTRATOR
31 S. PROSPECT STREET
ROSELLE, IL 60172

HR GREEN, INC.
VICE PRESIDENT/PRACTICE LEADER
GOVERNMENTAL SERVICES
420 NORTH FRONT STREET, SUITE 100
MCHENRY, IL 60050

BY: _____

Jeffrey D. O'Dell, Village Administrator

BY: _____

Timothy J. Hartnett



Simple Scope Short Form Agreement

Project:	Certified Building Official Services Roselle, IL	Project No19P1579 Phase No(s). Date: 10/24/19
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Client:	Village of Roselle
Contact:	Mr. Jeff O'Dell
Title:	Village Administrator
Address:	31 S. Prospect St.
City/State/Zip:	Roselle, IL 60172
Phone:	630-671-2821

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

Certified Building Official Services include: Reporting to the Village of Roselle Village Hall daily on a Full-Time basis as needed and directed by the CLIENT. Performing building plan reviews and inspections, respond to all building related technical code correspondence and questions from constituents for commercial and residential projects for all building disciplines; Architectural, Energy Conservation, Mechanical (HVAC), Electrical, Plumbing, Fire & Life Safety, ADA / Accessibility and other related documents pertaining to all building disciplines for code compliance. Assisting and overseeing building permitting processing, plan review and inspection scheduling and coordination with other Village departments and agencies as required and directed by CLIENT. The HR Green appointed Building Official will be an International Code Council Certified Building Official.

Plan reviews may also be sent to the HR Green McHenry, IL office on an as needed basis to assist with CLIENT daily workload. Building plan submittals are preferred by COMPANY to be submitted electronically as pdf's but may also be sent via UPS overnight utilizing Company UPS account at no cost to the CLIENT for delivery. All HR Green Plan Reviewers will be ICC Certified Plan Reviewers or IL Licensed Professionals.

A plan review letter will be provided for each review submittal referencing each plan sheet submitted per building discipline. Plan review comments will reference specific applicable building codes and amendments as adopted by the Village of Roselle. Plan review submittals sent to HR Green will be completed per the attached Typical Plan Review Lead Times sheet.

The CLIENT agrees to pay COMPANY for the above scope of services:

Time & Material per COMPANY Bill Rate Fee Schedule (Exhibit A attached)



▷ 420 North Front Street | Suite 100 | McHenry, IL 60050
Main 815.385.1778 + **Fax** 815.385.1781

▷ HRGREEN.COM

Exhibit A

Bill Rate Fee Schedule – 2019/2020

BILL RATE FEE SCHEDULE – (As Applicable)

Task	Personnel	Bill Rate
Structural Engineering Reviews	Structural Engineer I / II	\$180 - \$260
Building Plan Reviews Residential and Commercial	State Licensed Architect	\$206 per hour
Civil Engineering Reviews	Professional Engineer I / II	\$144 - \$175 per hour
Building Plan Reviews and Inspections Residential and Commercial	Chief Building Official / Master Code Professional	\$119 per hour
Building Inspections	ICC Certified Building Inspector	\$86 per hour
Mechanical Inspections	ICC Certified Mechanical Inspector	\$86 per hour
Electrical Inspections	ICC Certified Electrical Inspector	\$86 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$100 per hour
Permit / Administrative	Permit Coordinator / Administrative Assistant	\$88 per hour
HR Green Vehicle	One Vehicle Utilized to provide Client Services Daily	\$700 per Month



HR Green is pleased to announce that Doug Jones has joined the firm as a Senior Building Inspector in our McHenry office. Doug brings more than 40 years of experience in residential, commercial, industrial, and high-rise construction to HR Green's Governmental Services Business Line.

Doug began working in municipal government as an inspector and a commercial plan reviewer, eventually becoming Supervisor of the Building Division. He had direct oversight of numerous multi-million dollar projects with a large staff of inspectors and reviewers. His department was able to achieve the highest rating in both commercial and residential lines from the Insurance Service Office and special commendation from the International Code Council (ICC).

"I look forward to working with a highly professional company such as HR Green. It is clear that our Governmental Services Business Line is vigorously pursuing the provision of first rate services to Municipalities in order to give them the very best in health, safety and welfare for their citizens."

Doug has multiple ICC certifications including Certified Building Official along with several certifications from FEMA regarding disaster relief. He served for over five years on the Illinois State Elevator Safety Board under the direction of the State Fire Marshal. He is a member of ICC and their Northwest BOCA Chapter.

Doug Jones
ICC Certified Building Official

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McHenry, IL 60050

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Founded in 1913, HR Green provides excellence in engineering, technical expertise, and management services to clients in the following markets: Transportation, Water, Governmental Services, Land Development, Energy, and Construction.

