



AGENDA ITEM # 10C

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

February 28, 2022

Item Title: Professional Services – Certified Building Official

Staff Contact: Brian Joanis, Assistant Village Administrator

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:

On November 11, 2019, the Village Board approved a contract with HR Green, Inc. for providing chief building official services. The services include performing building plan reviews and inspectional services including all mechanical, electrical, plumbing and structural inspections within the Village. In January 2021, the Village Board approved an amendment to the agreement to reflect an updated bill rate fee schedule. During the FY22 budget process in September 2021, HR Green noted that there would be no fee increase for services provided in 2022. However, due to the current economic conditions and inflation, staff received an updated bill rate fee schedule from HR Green for 2022 which reflects an increase to the ICC Master Code / CBO bill rate by \$3.50 / hr (3%), an increase to the Building Inspector bill rate by \$0.50 / hr (0.005%), and an increase to the Plumbing Inspector bill rate by \$4 / hr (4.25%).

HR Green continues to be a valued asset to the Community Development Department and meets the Villages expectations and standards for providing building official and inspectional services. The agreement attached to this memo reflects the same scope of services as the original agreement adopted in 2019, with the updated bill rate fee schedule for 2022. It should be noted that HR Green submitted to staff the invoice for January 2022 services and the fees for services reflect the 2021 bill rate fee schedule. The 2022 bill rate fee schedule attached to this memo will be applied on the upcoming invoice for services rendered in February 2022. Staff will continue to evaluate and make any necessary changes to the scheduling of building official and inspectional services to effectively manage the efficiency and economic impact of the HR Green contract.

Implications:

Is this item budgeted? Yes, the FY22 budget includes funds for certified building official services. Any difference in cost would be covered by general fund reserves.

Any other implications to be considered?

Attachments:

Resolution

Professional Service Agreement

Scope of Services Exhibit

RESOLUTION NO. 2022-

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 28TH day of February, 2022

AYES:

NAYS:

ABSTAIN:

ABSENT:

David Pileski, 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 1st day of March, 2022.

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: _____

Jason M. Bielawski, Village Administrator

BY: _____

Timothy J. Hartnett



Scope

Project: **Certified Building Official Services** Project No221579
Roselle, IL Date: 02/11/2022

Client: Village of Roselle
Contact: Mr. Jason Bielawski
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 Part-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 – 2022

BILL RATE FEE SCHEDULE – (As Applicable)

| Task | Personnel | Bill Rate |
|---|---|--------------------------|
| Structural Engineering Reviews | Structural Engineer I / II | \$185 - \$260 |
| Building Plan Reviews Residential and Commercial/Consulting | State Licensed Architect | 209 - \$245 per hour |
| Civil Engineering Reviews | Professional Engineer I / II | \$148 - \$175 per hour |
| Building Plan Reviews and Inspections Residential and Commercial | Chief Building Official / Master Code Professional | \$126.50 per hour |
| Building Inspections | ICC Certified Building Inspector | \$88.50 per hour |
| Mechanical Inspections | ICC Certified Mechanical Inspector | \$88.50 per hour |
| Electrical Inspections | ICC Certified Electrical Inspector | \$88.50 per hour |
| Plumbing Inspections | IDPH Licensed & Certified Plumbing Inspector | \$98 per hour |
| Permit / Administrative | Permit Coordinator / Administrative Assistant | \$90.50 per hour |
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