



AGENDA ITEM #9B

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
9/13/2022**

Item Title: HR Green Inspection Contract for Metro 19

Staff Contact: Caron Bricks, AICP, Community Development Manager

OLD BUSINESS

VILLAGE BOARD ACTION:

Adopt a resolution approving and authorizing the execution of an agreement by and between the Village of Roselle and HR Green, Inc.

Executive Summary:

As the installation of the panels for the parking garage at Metro 19 concludes and construction of the apartment building portion of the project begins, staff has requested a new contract with HR Green to better track and record the inspections for the project.

After discussions with HR Green and the general contractor for the project, HR Green recommended an amount of \$20,000.00 to cover inspections through the rest of 2022. It is difficult to estimate how much actual time will be spent inspecting the project due to the complexity of the project, weather, timelines, etc. Staff and HR Green have also projected an additional \$80,000 to be included in the FY23 budget for inspectional services in 2023 based upon the construction schedule and anticipated inspections.

HR Green will continue to coordinate the scheduling of all inspections directly with the general contractors and their sub-contractors. All inspection reports are immediately sent to Community Development staff for review and retention. HR Green notifies Community Development staff of all meetings with HR Green and contractors on site as well. This process is currently working well for all parties involved.

Implications:

Is this item budgeted? Yes, \$80,000 will also be included in the FY23 budget for Metro 19 inspectional services completed in 2023.

Estimated cost: Approximately \$20,000 for Fiscal Year 2022 Inspection services are a TIF eligible expense and will be allocated accordingly.

Any other implications to be considered? The Village will only be billed for actual time spent by HR Green conducting inspections on site.

Strategic Priority:

Focused Redevelopment

Attachments:

Resolution

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
HR GREEN, INC.

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

BRUCE BERKSHIRE
WAYNE D. DOMKE
CHERYL LENISA
TOM DELLA PENNA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 13th day of September, 2022

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
HR GREEN, INC.**

WHEREAS, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, the Village previously entered into an agreement with HR Green, Inc. (hereinafter referred to as the "Company") for professional services associated with the technical site/civil engineering and building plan reviews including all building disciplines; architectural, structural, energy conservation, mechanical (HVAC), electrical, plumbing, fire and life safety, ADA/accessibility and other related documents for the Avgeris and Associates Metro 19 Project (hereinafter referred to as the "Project");

WHEREAS, the Village now desires to extend said agreement to further require Company to perform additional inspection services relative to the Project as per the rate schedule as set forth in the agreement; and

WHEREAS, the Corporate Authorities of the Village of Roselle have determined that it is in the best interests of the health, welfare and safety of the residents of the Village to approve the agreement with HR Green, Inc. for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Agreement

The Village hereby approves the Agreement (hereinafter referred to as the "Agreement") substantially in the form attached hereto and made a part hereof as Exhibit A and further approves the hourly rates as referenced therein.

Section Three – Authorization and Direction

The Village Administrator is hereby authorized to execute, Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such change order.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreement and of this resolution.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 13th day of September, 2022:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

Exhibit A

Agreement

DRAFT



Simple Scope Short Form Agreement

Project: **5-Story Mixed Use with attached Parking Structure – 282 Unit Project – BUILDING INSPECTION SERVICES**
Lawrence Avenue and Irving Park Road
Roselle, IL

Project No
200300.03

Phase No(s).
Date: 08/20/2022

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:

Building Inspection Services include complete technical building inspections including all building disciplines; Architectural, Structural, Energy Conservation, Mechanical (HVAC), Electrical, Plumbing, Fire & Life Safety, ADA / Accessibility for code compliance. Coordination with other Village departments and agencies as required and directed by CLIENT will be completed by the CLIENT.

All HR Green Building Inspectors will be ICC Certified or IL Licensed Professionals.

Inspection Field Reports will be provided for each scheduled inspection request and submitted to the CLIENT electronically as PDF's and/or as requested by CLIENT. All inspections will be performed based on the current building codes including Ordinances and Amendments as adopted by the Village of Roselle. Requested inspections are to be submitted to COMPANY via email by 4pm the day prior to needed inspection(s).

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

Time & Material Note to Exceed \$20,000.00 per COMPANY Bill Rate Fee Schedule (Exhibit A attached)

Copy To:

Accounting



TERMS AND CONDITIONS

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and sub-consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and sub-consultants to all those named shall not exceed \$ 10,000. It is



intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Services will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

Village of Roselle, IL

HR GREEN, INC.
 1391 Corporate Drive. Suite 203
 McHenry, IL 60050-7040

Accepted by: _____

Approved by: _____

Printed/
 Typed Name: _____

Printed/
 Typed Name: Timothy J. Hartnett

Title: _____

Title: Vice President/Practice Leader
 Governmental Services

Date: _____

Date: 8/20/2022



▷ 1391 Corporate Drive | Suite 203 | McHenry, IL 60050
Main 815.385.1778 + Fax 815.385.1781

▷ HRGREEN.COM

Bill Rate Fee Schedule – 2022-2023 Exhibit A

BILL RATE FEE SCHEDULE – (As Applicable)

Task	Personnel	Bill Rate
Structural Engineering Reviews	Structural Engineer I / II	\$200 per hour
Building Plan Reviews Residential and Commercial	State Licensed Architect	\$245 per hour
Civil Engineering Reviews	Professional Engineer I / II	\$175 per hour
Building Plan Reviews and Inspections Residential and Commercial (All Building Disciplines)	ICC Master Code Professional / ICC Certified Building Official / ICC Senior Building Inspector	\$145 per hour
Fire Alarm & Fire Sprinkler Plan Reviews	Fire & Life Safety Specialist	\$138 per hour
Plumbing Inspections	IDPH Certified Plumbing Inspector	\$100 per hour
Permit / Administrative	Permit Coordinator / Administrative Assistant	\$99 per hour

Note: HR Green only bills for actual time spent