



**AGENDA ITEM #8C**

**AGENDA ITEM EXECUTIVE SUMMARY  
Village Board Meeting  
5/22/2023**

**Item Title:** Chief Building Official Services Contract

**Staff Contact:** Caron Bricks, AICP, Community Development Manager

CONSENT

**VILLAGE BOARD ACTION:**

**Adopt a resolution approving and authorizing the execution of an agreement by and between the Village of Roselle and RPM Building and Code, Inc.**

**Executive Summary:**

The Village Board directed staff at the May 8, 2023 Village Board meeting to enter into an agreement with RPM Building and Code Services to provide certified building official services to the Community Development Department for up to 28 hours per week. RPM Building and Code will provide their own vehicle for transportation to and from Village Hall and inspections. All insurance requirements have been met.

**Implications:**

**Is this item budgeted?** Yes, the FY2023 Budget includes \$180,000 for certified building official services and outsourced inspections. Staff anticipates remaining within the budgeted amount for the remainder of FY2023.

**Estimated cost:** N/A

**Any other implications to be considered?** N/A

**Strategic Priority:**

N/A

**Attachments:**

Resolution  
Contract

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**THE VILLAGE OF ROSELLE**  
DUPAGE AND COOK COUNTIES, ILLINOIS

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**RESOLUTION**  
NUMBER \_\_\_\_\_

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**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF ROSELLE AND  
RPM BUILDING AND CODE, INC.**

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DAVID PILESKI, Mayor  
AMANDA HAUSMAN, Village Clerk

TOM DELLA PENNA  
WAYNE D. DOMKE  
DENA FORSYTHE  
CHERYL LENISA  
TOM PIORKOWSKI  
LEE TREJO

Village Board

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Published in pamphlet form by authority of the  
Mayor and the Board of Trustees of the Village of Roselle  
on this the 22<sup>ND</sup> day of May, 2023

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF ROSELLE AND  
RPM BUILDING AND CODE, 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 desires to enter into an agreement with RPM Building and Code, Inc. (hereinafter referred to as the "Company") for professional services for certified building official services subject to the bill rate schedule provided herein;

**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 RPM Building and Code, 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
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

**PASSED AND APPROVED** by the Village of Roselle Board of Trustees on the 22<sup>nd</sup> day of May, 2023:

\_\_\_\_\_  
David Pileski  
Mayor

ATTEST:

\_\_\_\_\_  
Amanda Hausman  
Village Clerk

STATE OF ILLINOIS )  
 ) SS  
 COUNTIES OF DUPAGE AND COOK )

**CLERK’S CERTIFICATION**

I, Amanda Hausman hereby certify that I am the duly appointed and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. \_\_\_\_\_

**A RESOLUTION  
 APPROVING AND AUTHORIZING  
 THE EXECUTION OF AN AGREEMENT BY AND BETWEEN  
 THE VILLAGE OF ROSELLE AND  
 RPM BUILDING AND CODE, INC.**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on May 22, 2023 and that the vote on the motion for adoption was as follows:

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

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

\_\_\_\_\_  
 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A

Agreement

DRAFT

**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 RPM Building & Code, 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 for the Village; and

WHEREAS, RPM Building & Code, 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 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 rate 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. Upon



the one year anniversary of the contract, the Village will provide consultant with an annual review, which will include a \$5 per hour increase to the base rate.

4. Term of Agreement. The term of this Agreement shall be for a period of two years from the date of approval of this contract, unless terminated earlier 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 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. This shall only be required if Consultant hires employees in addition to himself to provide services to the Village.

(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 all insurance policies and 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 except 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 either the Village or the Consultant 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 the 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. Electronic Signatures. Each party agrees that this agreement may be executed by

electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in “portable document format” (“.pdf”) form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

16. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18<sup>th</sup> Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 22<sup>nd</sup> day of May, 2023.

Village of Roselle  
Village Administrator  
31 S. Prospect Street  
Roselle, IL 60172

RPM Building & Code, Inc.  
19725 W. Martin Drive  
Mundelein, IL 60060

BY: \_\_\_\_\_  
Jason M. Bielawski, Village Administrator

BY: \_\_\_\_\_  
Roger Molina, President

# RPM

## Building & Code, INC.

Rick Molina, *M.C.P.*

1(847) 917-5700

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### SCOPE

**Project:** Certified Building Official Services for The Village of Roselle, IL

**Date:** May 22, 2023  
**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 RPM Building & Code, INC. to perform the following services:

**Certified Building Official Services Include:** Reporting to the Community Development Department in Village of Roselle Village Hall Monday, Tuesday, Thursday & Friday on a part time basis as needed and directed by the **CLIENT**. Schedule requires a minimum of 16 hours per week with a maximum of 28 hours per week. Scheduled days may be subject to change upon mutual agreement of both **CLIENT** and RPM Building & Code, INC. Performing plan reviews and inspections (minus plumbing), 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, Electrical, 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 RPM Building & Code, INC. appointed Building Official is an International Code Council Certified Building Official.

**Other Services Include:** Providing recommendations to **CLIENT** regarding community development process improvements, code amendments, and other general department efficiencies. Works with **CLIENT** to finalize and incorporate certification requirements for Chief Building Official as defined in Village Code. May be assigned special projects under the supervision of the Community Development Manager which may require attending staff meetings, preparing documentation and reports during the regular scheduled work periods.

Plan reviews may also be sent to the RPM Building & Code, INC. Mundelein office on an as needed basis to assist with **CLIENT** daily workload. Building plan submittals are preferred by RPM Building & Code, INC. to be submitted electronically as pdf's but may also be sent via UPS overnight utilizing **CLIENT** UPS account at no cost to RPM Building & Code, INC. for delivery. The RPM Building & Code, INC. plan reviewer is ICC Certified Plan Reviewer.

A plan review letter will be provided for each review referencing the applicable building discipline, code & amendments as adopted by the Village of Roselle. The Village of Roselle agrees to pay RPM Building & Code, INC. an all-inclusive rate of \$110.00 per hour for the above scope of services for a period of two years upon execution of the agreement for services. Upon the first anniversary date of the agreement, the all-inclusive rate will be subject to a review and increase to \$115.00 per hour provided the CLIENT is satisfied with the performance of the services provided by RPM Building and Code, Inc.

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Village Administrator

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Mr. Roger Molina