

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


_____ Resolution or Ordinance (Blue) _____ Waiver of First Requested
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE : February 28, 2019 **(BOT) Date:** March 7, 2019

SUBJECT: Approval of Building Inspection Consultant Services – B&F Construction Code Services

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

The Community Development Department utilizes a combination of in-house staff and professional building inspection consultant services to cover the inspection activities required as part of the construction approval process. This approach has allowed the Village to have supplemental services on hand to meet customer demand. Since the expenditure to this vendor will exceed \$25,000, this is being brought to the Village Board of Trustees requesting approval in accordance with Village Finance policies

Staff recommends that the Village Board of Trustees approve utilization of B&F Construction Code Services to perform building inspection activities on behalf of the Village at a rate not to exceed \$80.00 per hour for the remainder of the 2019 calendar year


Fiscal Impact/Funding Source:

Review (as necessary):
Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the agenda distribution.

MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

MEETING DATE: March 7, 2019

SUBJECT: **Approval of Building Inspection Consultant Services – B&F Construction Code Services**

The Community Development Department utilizes a combination of in-house staff and professional building inspection consultant services to cover the inspection activities required as part of the construction approval process. This approach has allowed the Village to have supplemental services on hand to meet customer demand. Since the expenditure to this vendor will exceed \$25,000, this is being brought to the Village Board of Trustees requesting approval in accordance with Village Finance policies.

To ensure that the Village is receiving the best possible rates and services, staff contacted other comparable firms that perform such services. B&F is the lowest of three qualified firms, as identified below:

1. B&F Construction Code Services - \$80 per hour for all types of inspections
2. TPI - \$84 per hour for multi-discipline inspections, electric, mechanical and building inspections; \$80 per hour for plumbing inspections.
3. HR Green - \$86 per hour for building, mechanical and electrical; \$95 per hour for plumbing inspections.

Staff is seeking concurrence from the Village Board for approval of contractual services with B&F Construction Code Services for the remainder of the 2019 calendar year. B&F has competently performed assigned inspection activities and approval of the request would help ensure that the inspection processes would remain unaffected through the remainder of the year.

RECOMMENDATION:

Staff recommends that the Village Board of Trustees approve utilization of B&F Construction Code Services to perform building inspection activities on behalf of the Village at a rate not to exceed \$80.00 per hour for the remainder of the 2019 calendar year.



Village of Lombard, IL

INSPECTION PROPOSAL

February 26, 2019

SUBMITTED TO:

Keith Steiskal
Building Official
Village of Lombard
255 E. Wilson Avenue
Lombard, IL. 60148

PROFESSIONAL SERVICE AGREEMENT BUILDING INSPECTIONS

THIS AGREEMENT is between the Village of Lombard (hereafter "CLIENT") and B&F Construction Code Services, INC. (hereafter "COMPANY").

Term of Agreement:

This AGREEMENT shall be effective on the date that the last signatory executes this AGREEMENT, and shall terminate one year from the effective date, unless this AGREEMENT is terminated earlier by the CLIENT, or COMPANY, or by mutual agreement, or the parties agree, in writing, to extend the Term. At least 30 days written notice shall be given in the event of early termination.

Project Understanding:

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Inspections. COMPANY staff will report directly to the Village of Lombard Village Hall daily as determined by CLIENT. "Building inspections" shall be defined as the examination of a building, structure, or site that is under construction for which a permit has been issued.

Standard of Care:

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.

Basic Services:

Building Inspections (Residential, Commercial and Industrial) with Company staff reporting to the CLIENT on an as needed basis based on demand reporting to the existing Building Official. COMPANY staff will report to the Building Official and CLIENT Staff and will adhere to the CLIENT'S reporting, software usage, equipment standards, personnel assignments, training and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or be State Licensed and have more than 2 years of experience and knowledge in their specific field of service.

COMPANY staff will work in compliance with the CLIENT'S policies and adopted building codes, ordinances and amendments.

COMPANY will work and coordinate with the CLIENT'S software system, if available.

COMPANY will attend training on CLIENT policies including, but not limited to software, procedures, and CLIENT Code requirements as needed. The CLIENT shall compensate the COMPANY for said training at the same rate of pay for inspections.

COMPANY point of contact: Seth Sommer, Director of Quality Control, 847-428-7010,
ssommer@bfccs.org

Entire Agreement:

This AGREEMENT, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional Building Inspection Services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set

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forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT.

Additional Included Services:

- A. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation to assist residents, business owners, developers, contractors and design professionals as required.
- B. COMPANY staff will provide the services during the CLIENT'S normal business hours or as directed by CLIENT and will include:
 - Excellent customer service to the public as an extension of CLIENT staff.
 - On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
 - Proficiently communicate with permit applicants and contractors to provide clear and concise direction as determined by CLIENT.
 - Participate with other departments and staff as needed and as directed by CLIENT.
 - Incorporate and update inspection reports utilizing the CLIENT'S computer software system and/or processes.
- C. The inspectors shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure and other equipment as determined to provide a quality inspection. Each inspector shall utilize COMPANY inspection forms or forms, or electronically, or as acceptable to the CLIENT. The inspector shall utilize a COMPANY vehicle to conduct inspections.

Schedule:

The COMPANY shall provide adequate personnel necessary to complete the inspections and provide the services under this AGREEMENT. The schedule will be as agreed upon between the two parties.

COMPANY inspectors are available as follows:

Eight (8) hours a day during normal business hours from Monday through Thursday and Fridays after 9:30 AM, excluding holidays.

The building inspections will be performed by an ICC certified inspector and all plumbing inspectors shall be performed an Illinois Licensed Plumbing Inspector.

Building inspections (Building, Mechanical, Electrical, Plumbing and Energy) shall be billed at the rate of Eighty Dollars (\$80.00) per hour for a building inspector and One Hundred and Fifty Dollars (\$150.00) per hour for Senior Administrative staff. Travel time of forty five (45) minutes shall be added to the daily time for each inspector working less than an eight hour day.

The inspector will not perform other types of inspections or services outside his/her area of qualification. The COMPANY shall perform the inspections and provide the services with its own personnel and under the management, supervision and control of its own organization, and shall not be authorized to use any subcontractors to perform any inspections or provide any services under this AGREEMENT.

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If any of COMPANY'S personnel fails to provide the inspections or perform the services in a manner satisfactory to the CLIENT and consistent with commonly accepted industry standards and professional practices, the COMPANY shall immediately, upon notice from the CLIENT, remove and replace such personnel.

The COMPANY states that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization and staff necessary to provide, perform and complete the inspections and services under this AGREEMENT.

Relationship of the Parties:

The COMPANY'S role, and the role of its employees, with respect to the performance of the inspections and services under this AGREEMENT, is solely that of an independent contractor. The following terms and conditions are operative and applicable to the parties under this AGREEMENT:

- A. Non-Exclusive Contractual AGREEMENT. The COMPANY and its employees are retained under a non-exclusive contractual arrangement to perform the inspections and services only for the limited purposes set forth in this AGREEMENT. No provision of this AGREEMENT or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of "employer-employee," "principal and agent," "partners" or "participants in a joint venture."
- B. No Authority to Bind. The COMPANY and its employees shall have no authority or right to enter into any contract or incur any debt or liability of any nature in the name of, or on behalf of, the CLIENT.
- C. Not Employees of the CLIENT. The COMPANY and its employees serve only as independent contractors of the CLIENT, and not as employees of the CLIENT, for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, including any similar Illinois wage laws, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Illinois Unemployment Insurance Act (820 ILCS 405/1, et seq.), and the Illinois Worker's Compensation and Occupational Diseases Act (820 ILCS 305/1, et seq.). Therefore, neither federal nor state nor local income tax nor payroll tax of any kind, nor any other withholding, shall be withheld or paid by the CLIENT on behalf of the COMPANY. Nothing in this AGREEMENT shall be construed as the CLIENT requiring or acquiring or incurring any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation or any other payment which would be required to be paid by the CLIENT if the CLIENT and the COMPANY, and its employees were engaged in an "employer-employee" relationship.
- D. Payment of Taxes. The COMPANY and its employees are responsible, pursuant to applicable law, for payment of any income and employment taxes or any other taxes of any kind arising from their receipt of compensation under this AGREEMENT.

Insurance:

At all times during the term of this AGREEMENT, the COMPANY shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

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- A. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy will include contractual liability coverage insuring the activities of the COMPANY under this AGREEMENT;
- B. Worker's compensation with limits no less than the minimum amount required by applicable law;
- C. Commercial Automobile Liability with limits of no less than \$1,000,000 per occurrence;
- D. Professional Liability with no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- E. All required insurance policies shall (i) be issued by insurance companies acceptable to the CLIENT; and (ii) name the CLIENT as additional insureds.

Invoices and Payment:

The COMPANY shall submit an invoice to the CLIENT on a monthly basis to the CLIENT Representative at his/her business address that details the services provided. Each invoice must be accompanied by billable time entry reports, receipts, vouchers and other documents as necessary to reasonably establish the COMPANY'S right to payment under the AGREEMENT as stated in the invoice. In addition, each invoice must include employee classifications and employee designations (e.g., initials), rates per hour, and hours worked by each employee classification. The CLIENT agrees to make payments to the COMPANY in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

Indemnification:

To the fullest extent permitted by law, the COMPANY shall defend, hold harmless and indemnify the CLIENT and its employees, officers, agents and insurers from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs or other liabilities of any character (including reasonable attorney fees and litigation costs) to the extent arising in whole or in part, relating to or resulting from the performance under this AGREEMENT by the COMPANY and/or its employees, including but not limited to: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order or governmental directive; (b) negligent acts, omissions or willful misconduct; and (c) failure to comply with the terms, conditions, representations or warranties contained in this AGREEMENT. In connection with any such liabilities, the CLIENT shall have the right to defense counsel of its choice and the COMPANY shall be solely liable for all reasonable costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to this AGREEMENT shall in no way limit the extent of the COMPANY'S responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this AGREEMENT.

Kotecki Waiver. The COMPANY agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. The COMPANY agrees to indemnify and defend CLIENT and its employees, officers, agents and insurers from and against all such loss, expense, damage or injury, including reasonable attorney fees, which they may sustain as a result of personal injury claims by the COMPANY'S employees.

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The CLIENT shall agree not to hire an employee of COMPANY for a period of one (1) year after the individual is no longer employed by the COMPANY. This provision shall not apply if the CLIENT and COMPANY have not had an agreement for more than one (1) year.

Upon acceptance, signatures of acceptance are required by at least two (2) authorized CLIENT officials.

Accepted By	_____	Accepted By	_____
Please Print	_____	Please Print	_____
Title	_____	Title	_____
Date	_____	Date	_____

B & F Construction Code Services, Inc.

Accepted By	_____
Please Print	_____
Title	_____
Date	_____