

Resolution No. 11-116

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
FOR THE DUTIES OF BUILDING OFFICIAL AND DIRECTOR OF PUBLIC
WORKS BETWEEN THE VILLAGE OF EAST DUNDEE AND
BUILDING AND CODE CONSULTANTS, INCORPORATED**

WHEREAS, the Village of East Dundee (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village has a continuing relationship with Building and Code Consultants, Incorporated for the duties of its Building Official and Director of Public Works and has negotiated a new professional services agreement for three additional years; and,

WHEREAS, the President and Board of Trustees of the Village of East Dundee acknowledge that this agreement is exempt from the bidding requirements as professional services and find that it is in the best interests of the Village to accept the proposal from Building and Code Consultants, Incorporated for such services.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

Section 1: That the *AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DUTIES OF BUILDING OFFICIAL AND DIRECTOR OF PUBLIC WORKS*, that is attached hereto and made a part hereof by reference as Exhibit A, between Building and Code Consultants, Incorporated and the Village be and is hereby approved and Village Administrator is hereby authorized to execute said proposal on behalf of the Village.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 16th day of May, 2016, pursuant to a roll call vote as follows:

AYES: Trustees Gorman, Lynam, Skillicorn, Selep, Wood
and Hall

NAYS: Ø

ABSENT: Ø

APPROVED this 16th day of May, 2016

Attest:

[Signature]
Village Clerk

[Signature]
Village President

AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DUTIES OF BUILDING OFFICIAL AND DIRECTOR OF PUBLIC WORKS

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement"), by and between the Village of East Dundee, Illinois (the "Village") and Building and Code Consultants, Incorporated (the "Contractor"), is made this 16th day of May, 2016.

The parties, in consideration of the mutual promises, conditions and covenants set forth herein, agree as follows:

1: **Term:** The term of this Agreement shall be for twelve (12) months, commencing on the effective date of this Agreement (the "Initial Term"). Unless terminated as provided herein, at the end of the Initial Term the Agreement shall be automatically extended for another 12 months (the "Second Term") and at the end of that term the Agreement shall be again extended for another 12 months (the "Third Term"). Either party may terminate this Agreement by providing the other party with thirty (30) days written notice of termination.

2: **Scope of Duties:** During the term of the Agreement, Contractor shall provide services for building inspections for residential, commercial and industrial construction, review of plans for residential, commercial and industrial construction, issue permits and any other related administrative duties, coordinating inspections with other inspectors, conduct property maintenance inspections, provide services for plumbing inspections, assist with ordinance development, building code policy and procedures, enforce building and property maintenance codes including attending Administrative Adjudication Hearings where the Contractor is a witness to the violation, recommend changes to policies and codes, shall keep records of all work performed under this Agreement, and shall perform those other duties of the Building Official and Director of Public Works. The Contractor shall file monthly reports of hours worked with the Village Administrator.

In addition, during the term of this Agreement, Contractor shall oversee the following project: renovation of, and any addition(s) to, the existing East Dundee Village Hall at 120 Barrington Avenue.

All records, drawings, plans, surveys, charts, reports and other documentation made in the course of the work performed hereunder, or in anticipation of the work to be performed in regard to this Agreement, shall at all times be and remain the sole property of the Village.

3: **Governing Law:** This contract shall be governed and construed in accordance with the laws of State of Illinois; and any disputes shall be litigated in a state court located in Kane County, Illinois.

4: **Independent Contractor:** Contractor shall have sole control over the manner and means of

providing the work and services performed under this agreement, including but not limited to the selection of subcontractors that it may use in the performance of this Agreement. The Village's relationship to Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

5: Employment Status: Contractor certifies that its personnel have the certifications and or licenses to perform the duties set forth in Section 2 above,

6: Compensation:

A. During the initial 12 month term, the Village shall pay Contractor a monthly fee of Nine-Thousand Four Hundred Dollars (\$9,400.00). Such payment shall be for a minimum of 40 hours of service. If the minimum number of hours is not worked in a month than that amount not worked shall roll over to the next month as the minimum for that month and continue to roll-over until those hours are worked. Compensation for the Second Term shall be Ten Thousand Dollars (\$10,000) and during the Third Term the monthly fee shall be Ten Thousand Five Hundred Dollars (\$10,500).

B. The monthly fee shall be paid to Contractor not later than the 10th day of the next month for the services performed the prior month.

C. Fees for commercial, industrial, multi-family and plumbing plan examinations that are outsourced and not completed by Contractor will be billed to the Village separately in accordance with the Fee Schedule attached as Appendix A. These fees will be paid to Contractor not later than the 10th of the month following the month in which the services were performed provided that Contractor submits an invoice to the Finance Department on or before the 3rd of the month following the month in which those services were performed or if the invoice is submitted after the 3rd the Village shall pay Contractor within 30 days after receipt of the invoice.

D. The Village shall provide Contractor with a vehicle for use only in the Village in connection with Contractor performing its duties pursuant to this Agreement unless otherwise approved by the Village Administrator.

7: Insurance: Contractor shall at all times during the term of this Agreement maintain in full force and effect policies of insurance with a company licensed to do business in the State of Illinois.

A: Workmen's compensation insurance as required under the laws of the States of Illinois for each and every employee of Contractor who performs services hereunder in or for the Village.

B: General liability insurance covering claims for damages because of injury to, or destruction of, property, including loss of use thereof, and personal injury, including death,

which results from the performance of services hereunder, and any act of omission in regard thereto, in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate.

C: Professional liability insurance in an amount not less than \$1,000,000.

D: A certificate of insurance for each policy will be provided to the Village upon acceptance of this agreement and annually when the policy is renewed.

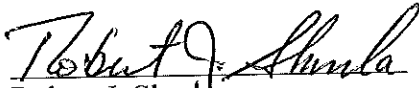
E: The Village and its officials and employees shall be named as an additional primary insured on all such policies except workmen's compensation insurance.

F: All policies under this Section shall also provide that no policy or any part thereof may be terminated or modified except upon thirty (30) days prior written notice to the Village.

8: Complete Agreement: This Agreement contains the entire agreement of the parties hereto with respect to the subject matter' hereof, and any all prior promises, understandings, agreements, discussions and negotiations between the parties regarding this subject matter are merged herein. This Agreement may not be amended except by a written document executed by each party and delivered one to the other.

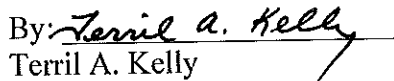
Upon acceptance, signatures of acceptance are required by the Village Administrator. The undersigned warrant that each has been duly authorized to execute and deliver this document on behalf of the party for whom he or she has signed this Agreement.

VILLAGE OF EAST DUNDEE


Robert J. Skurtz
Village Administrator

Date: May 17, 2016

BUILDING AND CODE CONSULTANTS, INCORPORATED

By: 
Terril A. Kelly
Vice-President

Date: 5-17-2016

APPENDIX A

Building and Code Consultants, Inc.
4616 W. Main Street
West Dundee, IL 60118
224-484-4394

1. Fees for commercial and multi-family plan examination including new base buildings, build-outs, alterations and remodeling:
 - a. Up to 60,000 cubic feet in area: \$350.00
 - b. 60,001 to 80,000 cubic feet in area: \$400.00
 - c. 80,001 to 100,000 cubic feet in area: \$450.00
 - d. 100,001 to 200,000 cubic feet in area: \$600.00
 - e. Over 200,001 cubic feet in area: \$650.00 plus \$7.50 per 10,000 cubic feet over 200,001 cubic feet
 - f. The electrical, mechanical and Illinois Accessibility Code review fee is 0.5 times the base review fee.
2. Plumbing Code plan review fee: \$200.00 plus \$3.00 per plumbing fixture
3. Plumbing Code inspection fee: \$55.00 per inspection