

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/1/2016

SUBJECT:	SUBMITTED BY:
Contract for Building Inspection Services with B&F Construction Code Services, Inc.	Stan Popovich, AICP Director of Community Development

SYNOPSIS

A resolution has been prepared to authorize execution of a twelve-month contract with B&F Construction Code Services, Inc. of Elgin, Illinois for building, plumbing, electrical, mechanical and energy inspections at a rate of \$75 per hour with a not to exceed amount of \$25,000.

STRATEGIC PLAN ALIGNMENT

The Goals for 2015-2017 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY16 budget includes for \$38,500 in the General Fund for this contract.

RECOMMENDATION

Approval on the March 1, 2016 consent agenda.

BACKGROUND

The Village has had contracts with B & F Construction Code Services, Inc. of Elgin and others in the past to provide the necessary inspections associated with building permits when our full-time staff inspector is out of the office or to meet performance goals of performing inspections within 48 to 72 hours from the time of the request by the customer when demand is high. In addition to the proposed contract with B & F the Village also has an on-call contract with SAFE Built Illinois, Inc. as a second option if necessary.

B & F is a local leader in providing education, certification, plan review, and inspection services to the code community. In terms of their rates, efficiency, and availability they consistently outperform the competition. Their proposed hourly rate has remained unchanged over the last 2 years and their inspectors are courteous and knowledgeable.

ATTACHMENTS

Resolution
Contract

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND B&F CONSTRUCTION CODE SERVICES, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and B&F Construction Code Services, Inc. (the "Contractor"), for building, plumbing, electrical, mechanical and energy inspection services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

This Agreement is made this 10th day of February, 2016 by and between B & F Construction Code Services, Inc. (the "Contractor") and the Village of Downers Grove (the "Village").

WHEREAS, the Village wishes to retain the services of the Contractor to provide code inspection services on an as-needed basis; and

WHEREAS, the Contractor is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Services

A. Scope:

The Contractor shall conduct complete inspection services to verify compliance with the following codes: 2003 Life Safety Code – NFPA 101; 2006 International Building Code and Downers Grove Amendments; 2006 International Residential Code and Downers Grove Amendments; 2006 International Fire Code and Downers Grove Amendments; 2006 International Mechanical Code and Downers Grove Amendments; International Fuel & Gas Code and Downers Grove Amendments; 2006 International Property Maintenance Code and Downers Grove Amendments; 2015 International Energy Conservation Code and Downers Grove and State of Illinois Amendments; current State of Illinois Plumbing Code and Downers Grove Amendments; current Illinois Accessibility Code and 2008 National Electrical Code and Downers Grove Amendments.

B. Schedule:

Inspections require twenty-four (24) hours' notice prior to request. Inspections shall be conducted between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday, excluding holidays.

II. Term of Agreement

The term of this Agreement shall be for one (1) year, but may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, provided such agreement complies with Village purchasing policies and the availability of funds.

III. Compensation

A. Basic Fees:

The Village agrees to pay the Contractor the following fees: Building, Plumbing, Electrical, Mechanical and Energy inspections shall be invoiced at the rate of \$75.00 per hour plus one-way travel for days of less than eight (8) hours, with a total not-to-exceed fee of Twenty-five Thousand Dollars and No Cents (\$25,000.00). In the event fuel cost increase to a national average of Five Dollars (\$5.00) or more per gallon there will be an eight percent (8%) surcharge added to the inspection fee.

B. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Contractor and the Village

The relationship between the Village and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

During the performance of this Agreement, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

C. Sexual Harassment

The Contractor, as a party to a public contract, agrees that it shall have a written

sexual harassment policy.

D. Drug Free Work Place

Contractor, as party to a public contract, certifies and agrees that it will provide a drug free workplace and has a drug free workplace policy.

E. Nondiscrimination

Contractor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) The Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Agreement.

F. Patriot Act Compliance

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

G. Campaign Disclosure

The Contractor shall be required to submit an executed Campaign Disclosure Certificate, attached hereto as Exhibit A.

H. Cooperation with FOIA Compliance

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

V. Insurance and Indemnification of the Village

A. **Insurance.**

The Contractor shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Contractor from claims, at a minimum set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable:

1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for damages as a result of professional or any other type of negligent action by the Contractor or failure to properly perform services under the scope of the agreement between the Contractor and the Village.

As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

B. **Indemnification**

The Contractor will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Contractor or any sub-Contractors under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

VI. Miscellaneous Provisions

A. Termination

The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

B. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

C. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

D. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

E. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

F. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

G. Assignment

The Contractor will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Contractor from its obligations or change the terms of this Agreement.

H. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

B&F Construction Code Services, Inc.
2420 Vantage Drive
Elgin, IL 60124

I. Village Ordinances

The Contractor will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

J. Use of Village's Name

The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

B&F Construction Code Services, Inc.

By: Richard A. Piccolo

Title: President

Date: 2-10-16

Village of Downers Grove

By: _____

Title: **Village Manager**

Date: _____

Exhibit A.
Campaign Disclosure Certificate

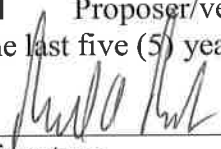
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.


By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.



Signature



Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name