

**A RESOLUTION APPROVING
A PROFESSIONAL SERVICES AGREEMENT
WITH HAMPTON, LENZINI, AND RENWICK, INC.
(2023 Building Official and Permit Review Services)**

WHEREAS, the City desires to retain a firm to provide professional building official, code review, and inspection services on an ongoing basis for the remainder of calendar year 2023 ("**Services**"); and

WHEREAS, as a home rule municipality, the City is not subject to the Local Government Professional Services Selection Act (50 ILCS 510/1 *et seq.*) and may select a firm to provide the Services that, in its judgement, is the best and most favorable to the interests of the City and the public after considering qualifications, price, and other factors; and

WHEREAS, the City has received a proposal to provide the Services from Hampton, Lenzini, and Renwick, Inc. ("**HLR**"), and the City has determined that it is in its best interests to enter into an agreement with HLR for the Services.

NOW THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The City Manager is hereby authorized and directed to enter into an agreement with Hampton, Lenzini, and Renwick, Inc. to provide professional building official, code review, and inspection services on an ongoing basis for the remainder of calendar year 2023, in substantially the form attached hereto as **Exhibit A**.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

[Signature page follows.]

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 11th day of July, 2023.

AYES: Vinezeano, Boucher, Reyez, Koehler, O'Brien

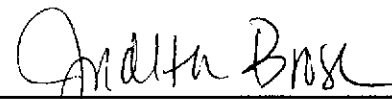
NAYS: 0

ABSENT: McHale, Budmats



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Exhibit A

Proposal and Terms



Hampton, Lenzini and Renwick, Inc.
Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltreengineering.com

July 7, 2023

Mr. Glen Cole
Assistant City Manager/Community Development Director
City of Rolling Meadows
3600 Kirchhoff Road
Rolling Meadows, IL 60008

Re: 2023 Building Official and Permit Review Services

Dear Mr. Cole,

We prepared this letter to serve as the agreement between the City of Rolling Meadows (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for building official inspection and permit review services requested relative the 2023 Calendar Year for the City of Rolling Meadows.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services outlined below as Items A and B:

- A. **Development Review.** The Consultant will provide to the Client, upon Client's request and at Client's direction, plan review and inspection services for construction projects that are subject to the Client's adopted building codes. These include, but are not limited to, the following types of projects:

Single Family Detached	Fence
Single Family Attached	Patio
Detached Garage (w or w/out electric)	Roof
Basement	Demolition
Swimming Pool (above ground)	Doors/Windows
Swimming Pool (in ground)	Driveway
Deck	Electrical upgrades
Three Season Room	Irrigation Systems
Remodel	Mechanical (HVAC)
Solar Rooftop	Plumbing
Home Generator	Sheds
Hot Tub	Siding
Interior Fireplace	

The services shall include associated required rough and final inspections for compliance with applicable City ordinances for general building, plumbing and electrical codes.

- B. **Building Official Services.** The Consultant will provide to the Client, upon Client's request and at Client's direction, miscellaneous professional services of a type commonly performed by a responsible municipal Building Official. These include, but are not limited to, the following types of services:
- A. Part-Time Office Hours will be provided by the Consultant in accordance with an agreed upon schedule. Once agreed to in writing the schedule will not change unless agreed upon by both parties in writing.
 - B. Advisory plan review and consulting on future and proposed development.
 - C. Coordination with staff for scheduling of building inspection services.
 - D. Review and update of municipal ordinance or code pertaining to these services.

Emergency inspections or other associated atypical requests that require a response of less than 24 hours will be provided at the designated rate for Building Official Services.

- C. **Additional Services.** If agreed to by the Client and Consultant, Additional Services shall be provided and appended hereto. Services not set forth above as Basic Services and not listed above in this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed above.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2023 Rates	Associated Services
PRINCIPAL	\$ 230.00	
ENGINEER 6	\$ 205.00	
ENGINEER 5	\$ 185.00	
ENGINEER 4	\$ 180.00	
ENGINEER 3	\$ 160.00	
ENGINEER 2	\$ 130.00	
ENGINEER 1	\$ 115.00	
STRUCTURAL 2	\$ 225.00	
STRUCTURAL 1	\$ 185.00	
TECHNICIAN 3	\$ 150.00	Building Official Building Plan Reviews*
TECHNICIAN 2	\$ 125.00	
TECHNICIAN 1	\$ 100.00	
INTERN/TEMPORARY	\$ 65.00	
LAND ACQUISITION	\$ 165.00	
SURVEY 2	\$ 155.00	
SURVEY 1	\$ 120.00	
ENVIRONMENTAL 3	\$ 175.00	
ENVIRONMENTAL 2	\$ 130.00	
ENVIRONMENTAL 1	\$ 100.00	
ADMINISTRATION 2	\$ 145.00	
ADMINISTRATION 1	\$ 85.00	

*These rates shall be billed at a 1-hr minimum and at 0.25 hour increments beyond the first hour. The minimum shall apply to each individual review per discipline (e.g. building, electrical, mechanical, plumbing, energy, etc.) that is required per associated permit and property. For properties larger than 2000 sq ft an additional fee of \$0.08 per square foot will be assessed on top of hourly fee.

These rates will remain in effect through December 31, 2023. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2024

If any outside consulting services are required for the project, we will be reimbursed for costs to our firm for these services plus a 5% service charge. If the Client desires to pay these costs on a direct basis, the 5% service charge will not apply. Any costs our firm incurs for these services will be documented by furnishing copies of invoices from the party providing the services. Any outside consulting service costs will be considered as an addition to the stated not-to-exceed cost.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within thirty (30) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

Each payment by the Client to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

GENERAL TERMS AND CONDITIONS

1. **Relationship Between Consultant and Client.** HAMPTON, LENZINI AND RENWICK, INC., a Delaware corporation ("Consultant") shall serve as the professional consultant of THE CITY OF ROLLING MEADOWS, ILLINOIS, an Illinois home rule municipal corporation ("Client") (collectively, Consultant and Client are the "Parties") in, generally, evaluating the conformity of third-party proposals, plans, specifications, and actual construction with Client's adopted building codes and regulations on a time-and-materials basis as described elsewhere in this agreement (the "Services"). This relationship is that of a buyer and seller of professional services and as such the Consultant is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Consultant shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Consultant.
2. **Assignment.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither Party shall assign this Agreement in whole or in part without the prior written approval of the other. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.
3. **Authorized Representatives.** The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name (Title)	Glen Cole (Assistant City Manager / Community Development Director)
Address	3600 Kirchhoff Road Rolling Meadows, IL 60008
Office Phone	847.506.6030
E-mail	coleg@cityrm.org

For the Consultant:

Name (Title)	Ryan Livingston (Principal in Charge)
Address	380 Terra Cotta Road Crystal Lake, IL 60013
Office Phone	847.697.6700
E-mail	rlivingston@hlreng.com

Name (Title)	Dan Streit (Project Manager)
Address	380 Terra Cotta Road Crystal Lake, IL 60013
Office Phone	847.697.6700
E-mail	dstreit@hlreng.com

4. **Notices.** Any notice or designation required to be given to either Party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the Party to whom such notice is directed at such Party's place of business or such other address as either Party shall hereafter furnish to the other Party by written notice as herein provided.

5. **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement, the Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the Parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.
6. **Corporate Protection.** It is intended by the Parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.
7. **Entire Agreement.** This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.
8. **No Personal Liability.** No Party's elected and appointed officials, officers, partners, and employees, agents, consultants and sub-consultants, and representatives shall be personally liable, in law or in contract, as the result of the execution of this Agreement.
9. **Governing Law and Jurisdiction.** The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Cook, Illinois.

10. Indemnification

- A. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.
- B. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.
- C. In the event of joint or concurrent negligence of Consultant and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.
- D. Neither the Client nor the Consultant shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence.

11. **Insurance**. Consultant shall provide certificates of insurance evidencing the following minimum insurance coverage and limits. Insurance coverage shall be in form, and from companies, acceptable to Client and shall name ***"The City of Rolling Meadows and its elected and appointed officials, officers, employees, agents, attorneys, consultants, and representatives,"*** as Additional Insured on a primary and non-contributory basis. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Consultant's duty to carry adequate insurance or upon Consultant's liability for losses or damages arising from this Contract. The minimum insurance coverage and limits that shall be maintained at all times by Consultant while providing, performing, or completing services under this Agreement are as follows:

- A. **General Liability**: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. **Business Automobile Liability**: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. **Workers' Compensation and Employers' Liability**: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- D. **Professional Liability Insurance**: \$1,000,000 per claim with respect to injury or damage arising out of acts, errors, or omissions in providing the professional services under this Agreement, but not limited to the following:
 - A. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - B. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them if that is the primary cause of injury or damage.

12. Ownership of Instruments of Service

- A. The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to

the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant.

- B. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Notwithstanding the foregoing, Client and Consultant acknowledge and agree that the Project Documentation and any other work product of Consultant under this Agreement may constitute public records that are subject to retention and disclosure under the Illinois Local Records Act (50 ILCS 205/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.). Client and Consultant mutually agree that, in connection with any such disclosure to or use by a party that is not Client or Consultant, neither Party can: guarantee confidentiality; prohibit reuse; or hold harmless and indemnify the other Party.

13. **Right of Entry.** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.
14. **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.
15. **Standard of Care.** In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant further represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature. The Consultant shall provide all personnel necessary to complete the Services.

16. Termination

- A. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
- B. Either Party may terminate this Agreement for cause upon giving the other Party not less than seven (7) calendar days' written notice for any of the following reasons:
 - i. Substantial failure by the other Party to perform in accordance with the terms of this Agreement and through no fault of the terminating Party;
 - ii. Assignment of this Agreement or transfer of the Project by either Party to any other entity without the prior written consent of the other Party;
 - iii. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
 - iv. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the Parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- C. In the event of termination of this Agreement by either Party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

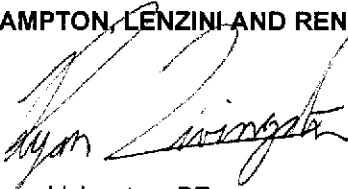
17. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.
18. **Waiver of Contract Breach.** The waiver of 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, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
19. **Conflicts of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no Client employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
20. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Client for all loss or damage that the Client may suffer, and this Agreement shall, at the Client's option, be null and void.

21. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation, if applicable, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by the Client or Consultant with respect to this Agreement or the Services. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

If this agreement meets with the City of Rolling Meadows approval, please have the proper City officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Crystal Lake office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

A handwritten signature in black ink, appearing to read "Ryan Livingston", is written over a horizontal line.

Ryan Livingston, PE
Vice President

Mr. Glen Cole
City of Rolling Meadows
July 7, 2023 – 2023 Building Inspection/ and Plan Review Services
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ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Rolling Meadows for building inspection and permit plan review services set forth above.

By _____
Title _____
_____ Date

ATTEST:

By _____
Title _____