

CITY OF BATAVIA

DATE: March 5, 2013
TO: Government Services Committee
FROM: Jeff Albertson, Building Commissioner
SUBJECT: Resolution #13-41-R: Authorizing Plumbing Inspector Contract

Background

The City of Batavia has had an independent plumbing inspection contractor since 2003. We have received sporadic to sometimes frequent complaints and inquiries about our current provider. Most of the complaints can be put into two categories, customer service, and the charging of excessive fees for reinspections on minor items. Staff has worked with the provider in the past and has had limited success at eliminating the complaints. Staff felt in 2010 that it was time to move to a different contractor. We placed ads to find a different provider. At that time we were not comfortable with any of the candidates that applied.

In 2012 we were again at a point where we felt that the complaints were overwhelming and a detriment to the reputation of the City. We again placed ads looking for a different provider. We had a decent amount of qualified applicants this time. We selected a provider, First Inspections Services, which we felt had the experience we needed and also the customer service philosophy we were looking for. Staff has negotiated a contract with the provider as attached as Exhibit "A". The schedule of proposed fees is attached as Exhibit "B". Staff has written the contract as a one year term; however, if the City Council is agreeable, we would like to make it an open term with either party of the contract allowed to terminate with 30 days notice. The City Attorney as well as an attorney for the contractor have looked at the contract and all comments have been incorporated.

Conclusion and Staff Recommendation

Staff believes that the selected contractor will provide excellent service for the City. They have an excellent reputation in the area and will fit in well with the City team.

Staff recommends that the Government Services Committee recommend approval of Resolution 13-41-R, authorizing the Mayor and City Clerk to sign the plumbing inspector contract. This will be on the agenda for the March 11, 2013 Government Services Meeting.

Attachments:

1. Resolution #13-41-R
2. Exhibit "A" Professional Services Agreement
3. Exhibit "B" Fee Schedule

Cc: Mayor and City Council
Scott Buening, Community Development Director
File

CITY OF BATAVIA
RESOLUTION 13-41-R

APPROVAL OF PLUMBING
INSPECTOR CONTRACT

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF BATAVIA
THIS ____ DAY OF _____, 2013

Published in pamphlet form
by authority of the Mayor
and City Council of the
City of Batavia,
Kane and DuPage Counties, Illinois, this
____ day of _____, 2013

**CITY OF BATAVIA
RESOLUTION 13-41-R**

APPROVING PLUMBING INSPECTOR CONTRACT

WHEREAS, in order to inspect plumbing work, it is necessary that the inspector have an Illinois State plumbing license; and

WHEREAS, the City does currently retain an independent contractor who possesses an Illinois State plumbing license; and

WHEREAS, the City desires to retain an Illinois State plumbing licensed independent contractor to perform plumbing inspections; and

WHEREAS, the City Staff has investigated potential independent contractors to perform plumbing inspections; and

WHEREAS, First Inspections Services, Inc of Batavia, Illinois, has the necessary qualifications, expertise and experience, and is recommended by the City Staff to be retained as the independent contractor plumbing inspector;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

Section 1. That the Mayor and City Clerk are authorized to enter into the Contract with First Inspection Services, Inc attached hereto as Exhibit #1.

PRESENTED to the City Council of the City of Batavia, Illinois, on the ____ day of _____, 2013.

PASSED by the City Council of the City of Batavia, Illinois, on the ____ day of _____, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, on the ____ day of _____, 2013.

Mayor

| Ward | Aldermen | Ayes | Nays | Absent | Abstain | Aldermen | Ayes | Nays | Absent | Abstain |
|---|------------|------|--------|--------|-----------------|------------------|------|------|--------|---------|
| 1 | O'Brien | | | | | Sparks | | | | |
| 2 | Dietz | | | | | Wolff | | | | |
| 3 | Jungles | | | | | Chanzit | | | | |
| 4 | Volk | | | | | Stark | | | | |
| 5 | Frydendall | | | | | Thelin Atac | | | | |
| 6 | Liva | | | | | Clark | | | | |
| 7 | Tenuta | | | | | Brown | | | | |
| Mayor Schielke | | | | | | | | | | |
| VOTE: | | Ayes | 0 Nays | Absent | 0 Abstention(s) | counted as _____ | | | | |
| Total holding office: Mayor and 14 aldermen | | | | | | | | | | |

ATTEST:

Heidi Wetzel, City Clerk

PROFESSIONAL SERVICES AGREEMENT FOR

Contract Plumbing Inspector

THIS AGREEMENT is entered into between the City of Batavia, a municipal corporation, hereinafter referred to as "the City", and First Inspection Services, Inc., hereinafter referred to as the "Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Services. Contractor shall perform permit review plumbing inspection and related services as needed by the City.
2. Payment. The Contractor shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the services provided by Contractor shall be made as provided on Exhibit "B" attached hereto and shall not exceed the amount set forth in Exhibit "B" without express written modification of the agreement signed by the City.
 - b. The Contractor shall submit invoices to the City for payment, which invoices may be submitted one time per month for work completed to date. The Contractor must include the detail of the number of inspections performed, together with all other relevant paperwork to the Building Commissioner. Such payment requests will be checked by the City, and upon approval thereof, payment will be made to the Contractor in the amount approved.
 - c. Payment as provided in this section shall be full compensation for work performed as agreed to.
 - d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.
3. Ownership and Use of Documents. All documents, and other materials produced by the Contractor in connection with the services rendered under this agreement shall be delivered to the City and shall become the property of the City.
4. Compliance with laws. Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

5. Hold Harmless Agreement (Contractual Liability). The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. The undertaking to indemnify and hold harmless in this Section shall apply to any and all claims whether resulting from the negligence or the intentional acts of the Contractor, or otherwise, provided, however, this undertaking shall not apply to any claim, damage, loss, or expense arising solely the acts or omissions of the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services.

6. Insurance. The Contractor shall obtain insurance and provide certificates of insurance evidencing the following types and limits of insurance. The insurance coverage and certificates of insurance shall specifically address each of the requirements noted below from an insurance company that is acceptable to the City. The General Liability coverage shall name the City of Batavia as additional insured. All insurance noted below shall be primary and in no event may be considered contributory to any insurance purchased by the City. The required insurance shall not be canceled, reduced, or materially changed without the Contractor providing the City thirty (30) days advance notice, via certified mail.
 - A. **Comprehensive General Liability** including Products Liability / Completed Operations insurance, in an amount not less than \$1,000,000 / occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000 / occurrence, \$2,000,000/policy limit.
 - B. **Automobile Liability** insurance in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
 - C. **Umbrella or Excess Liability** coverage providing of Umbrella or Excess Liability coverage of at least \$2,000,000.
 - D. **Workers' Compensation** insurance as required by state statute by an insurance company licensed to write worker's compensation in the State of Illinois with Employer's Liability coverage in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
 - E. Unemployment Insurance as required by state statute.

Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VIII.

Exhibit "A" Resolution 13-41-R

A certificate of insurance shall be submitted to the City as evidence of coverage for each policy indicating the City of Batavia named as an additional insured. The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

The Contractor shall not commence work under this Agreement until the all insurance required under this section has been obtained and such insurance has been approved by the City. The Contractor Employee shall maintain all insurance required under paragraphs A through E of this Section for not less than one (1) year after completion of this Agreement. The Contractor shall provide copies of any or all insurance policies upon request by the City.

6. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.
7. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this agreement, shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the performance of work duties.
8. Non-Waiver. Waiver by the City of any provision of this agreement at any time shall not constitute a waiver of the same or any other provision of this agreement at any other; and the City shall, at all times, maintain a right to require strict performance and enforcement of the provisions of this agreement.
9. Termination.
 - a. The City reserves the right to terminate this agreement at any time by giving thirty (30) days written notice to the Contractor.
 - b. The City reserves the right to terminate this agreement immediately for justifiable cause.
10. Notices. Notices shall be deemed given if sent by regular mail with US postage prepaid on the fourth day after mailing. Notices to the City of Batavia shall be

Exhibit "A" Resolution 13-41-R

sent to the following address:

City of Batavia
Attn. Building Commissioner
100 North Island Avenue
Batavia, IL 60510

Notices to Contractor shall be sent to the following address:

First Inspection Services, Inc.
923 First Street
Batavia, IL 60510

- 11. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.
- 12. This agreement is conditioned upon and subject to an acceptable background check of the Contractor by the City and, by signing of this agreement, the Contractor consents to a background check to be performed by the City.
- 13. This agreement is good for one (1) year unless extended by both the City and Contractor.

DATED this _____ day of _____, 2013.

City of Batavia

Contractor

By _____
City Manager

By _____

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

First Inspection Services, Inc.

923 First St.
Batavia, IL 60510

Proposal: 10/30/12

Fee schedule and inspection hours

Daily inspection hours:

7:00 A.M. to 5:00 P.M. Monday through Friday – Excluding Holidays

No minimum number of Inspections per day

Fees:

\$55.00 per inspection

\$55.00 re-inspection fee

\$50.00 on site consultation

Inspections outside normal business hours Monday through Friday, including Saturdays

\$180.00

After 5:00 P.M. Saturday, Sunday, and Holidays –

\$280.00

City to coordinate inspections as listed below:

| | | | |
|------|----------------|------|---------------|
| A.M. | 7:00 to 8:00 | P.M. | 12:00 to 2:00 |
| | 7:30 to 9:30 | | 1:00 to 3:00 |
| | 8:00 to 10:00 | | 2:00 to 4:00 |
| | 9:00 to 11:00 | | 3:00 to 5:00 |
| | 10:00 to 12:00 | | |

24 hour appointment lead time

Plan Review

2 week lead for returned review

\$150.00 – 10 fixture or sanitary openings or less

Add \$5.00 per fixture/sanitary opening on each over 10

1 week lead for returned review

Add \$55.00 to base fee

Respectfully submitted



Peter A. Kraft

President, First Inspection Services, Inc.