PROFESSIONAL SERVICES AGREEMENT
Building Inspection and Plan Review Services

SERVICES PROVIDED
Rick Dandan, will provide building permit plan review and inspection, and miscellaneous related administrative support services including but not limited to potential attendance and representation at the local administrative adjudication court and Building Committee for Illinois as an independent contractor and subject to the terms and conditions of this Agreement. All inspection services and interaction with property and business owners on behalf of the Village of Tinley Park under this Agreement will be conducted in a professional and respectful manner. A copy of Rick Dandan’s resume is attached as Exhibit B.

Rick Dandan shall dress in manner that represents the Village of Tinley Park in a professional manner and 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.

Rick Dandan shall utilize the forms and checklist used by the Village of Tinley Park and shall follow inspection protocol as outline by the Community Development Director. Rick Dandan shall utilize his personal vehicle to conduct inspections.

Unless otherwise approved by the City’s Community Development Director, Rick Dandan shall perform inspections and related code enforcement work for the Village of Tinley Park during the hours of 9:00 a.m. –1:00 p.m., Monday, Wednesday and Friday. When a Village holiday schedule impacts this schedule, Rick Dandan will work a Tues or Thurs to compensate for the holiday schedule. The total number of hours Rick Dandan will perform in any given week will be as authorized by the Community Development Director.

Service provided under this Agreement shall be billed in accordance with the fee schedule attached as Exhibit C.

TERM OF AGREEMENT
This Agreement shall be in full force and effect upon execution by the parties. This Agreement may be terminated at any time by either party for any reason by giving written notification to the other party. Notification to the Village of Tinley Park shall be provided directly to the Community Development Director.

INSURANCE
Rick Dandan shall, during the term hereof, maintain at its sole cost and expense, comprehensive general liability insurance against claims for bodily injury, death, or property damage occurring as a result of its employee’s actions in the course of this Agreement in the amount of a minimum of $2,000,000 combined single limits. Said Insurance shall name the Village of Tinley Park as an additional insured and shall include a provision for cancellation only upon 30 days prior notice to the Village of Tinley Park. Rick Dandan shall provide the Village of Tinley Park with a Certificate of insurance confirming compliance with these requirements.
In addition, Rick Dandron shall provide the Village of Tinley Park with an executed copy of the Hold Harmless Agreement attached hereto as Exhibit A prior to performing any work as an independent contractor for the Village of Tinley Park.

INDEPENDENT CONTRACTOR
It is agreed that Rick Dandron is an independent contractor and not an employee of the Village of Tinley Park and is not entitled to any employment benefits available to employees by policies or laws, including but not limited to the Illinois Worker’s Compensation Act.

BILLING OF SERVICES
Rick Dandron shall provide a statement for services rendered each month. The statement shall clearly state number of hours, type of work performed, and name(s) of individuals performing services.

MODIFICATIONS
This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended, or modified except by a written amendment executed by the duly authorized agent of the Village of Tinley Park and Rick Dandron.

ENFORCEABILITY
If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

Accepted By
Print
Title

Accepted By
Print
Title
**FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Inspection Services:</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Inspections/Re-Inspections/Office time/</td>
<td>$45.00/hr</td>
</tr>
<tr>
<td>Small Scale Review In-House (sheds, porches, decks, patios, driveways,)</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Plan Review</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Garages</td>
<td>$100.00</td>
</tr>
<tr>
<td>Residential Interior Remodel</td>
<td>$150.00</td>
</tr>
<tr>
<td>Residential Additions</td>
<td>$250.00</td>
</tr>
<tr>
<td>Residential New Single Family</td>
<td>$450.00</td>
</tr>
<tr>
<td>Commercial</td>
<td>Office Time</td>
</tr>
<tr>
<td>Re-Submittals</td>
<td>Office Time</td>
</tr>
</tbody>
</table>

All Plan/Code reviews include review of applicable Zoning, Building, Electric, HVAC, and Energy Code.
Exhibit A

HOLD HARMLESS AGREEMENT

This agreement made this ___ day of ___ , 2015 between the Village of Tinley Park (hereinafter referred to as the "Tinley Park"), in the state of Illinois, and Rick Dandam (hereinafter referred to as the "Independent Contractor").

WITNESSETH:

WHEREAS, Tinley Park desires to contract with the Independent Contractor to perform the Work described in the Professional Services Agreement between the Village and Rick Dandam dated ___ , and subject to the additional terms and conditions set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. The Independent Contractor shall perform the work necessary to meet the service level expectations of Tinley Park regarding building plan review and inspections (the "Work"). Workman's Compensation Insurance, if any, in conjunction with the "Work", for the benefit of the Independent Contractor, its agents and employees shall be purchased by the Independent Contractor at its own expense. Independent Contractor and its employees, if any, shall not receive any benefits that Tinley Park provides for may provide for Tinley Park employees.

2. The Work shall be performed in a thorough, timely, and complete manner at the rates outlined on attached Exhibit C. Independent Contractor shall submit to Tinley Park monthly statements for services performed. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). Any alteration or deviation from the described work above involving extra costs shall be executed only upon the written orders of Tinley Park.

3. The parties hereto expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties.

4. The Independent Contractor shall indemnify, hold harmless, and defend Tinley Park for and against any and all losses, claims, damages, liabilities, costs, attorney's fees and other expense of every nature whatsoever incurred by or asserted against Warrenville by the Independent Contractor, its agents or employees or any third persons due to personal injury or property damage arising out of the Independent Contractor's performance of the Work contemplated by this agreement.

5. The Independent Contractor hereby represents to Tinley Park that the Independent Contractor's Social Security Number is ___.
6. This Agreement constitutes the entire agreement between the parties and all prior or contemporaneous agreements, understandings and representations are superseded hereby and merged herein. The invalidity of any provisions hereof shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid provision were omitted.

ACCEPTED BY:

Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477

By, ____________________________________________

_____________________________________________

Date

Rick Dandan
31112 Village Green Ct.
Warrenville, IL 60555

By, ____________________________________________

_____________________________________________

Date

Rick Dandan
Owner

5/13/16

Date
# Certificate of Liability Insurance

**Producer:** Hiscox Inc.  
520 Madison Avenue  
32nd Floor  
New York, NY 10022

**Insured:** Tariq Dandan, DBA: Rick Dandan  
28 W 701 Wagner Dr  
Warrenville, IL 60555

**Date:** 05/30/2017

## Coverages

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hiscox Insurance Company Inc</td>
<td>10200</td>
</tr>
</tbody>
</table>

## Limits

- EACH OCCURRENCE: $2,000,000
- DAMAGE TO RENTED PROPERTY: $100,000
- MED EXP (Any one person): $5,000
- PERSONAL & ADV INJURY: $2,000,000
- GENERAL Aggregate: $2,000,000
- PRODUCTS - COM/POC/AGG: $5,000,000

## Description of Operations

- **Workers Compensation and Employers' Liability:** N/A

## Certificate Holder

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

## Cancellation

**Authorized Representative:** [Signature]

**Note:** The ACORD name and logo are registered marks of ACORD.