

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 y 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 Dandan 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 Dandan 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 Dandan 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 Dandan.

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 David Mimmyn
Print David Mimmyn
Title Village Manager

Accepted By Rick Dandan
Print Rick Dandan
Title Consultant

FEE SCHEDULE

Inspection Services:	
Inspections/Re-Inspections/Office time/ Small Scale Review In-House (sheds, porches, decks, patios, driveways,)	\$45.00/hr
Plan Review	
Residential Garages	\$100.00
Residential Interior Remodel	\$150.00
Residential Additions	\$250.00
Residential New Single Family	\$450.00
Commercial	Office Time
Re-Submittals	Office Time

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

Date _____

Date 5 18 16

Exhibit A

HOLD HARMLESS AGREEMENT

This agreement made this 18th day of May, 2015 between the Village of Tinley Park (hereinafter referred to as the "Tinley Park"), in the state of Illinois, and Rick Dandan (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 Dandan dated 5 18 16 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 Rick Dandan
Rick Dandan

Rick Dandan
Owner

5.18.16
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Tariq Dandan, DBA: Rick Dandan 28 W 701 Wagner Dr Warrenville IL 60555	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		UDC-1364756-CGL-17	07/14/2017	07/14/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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