

## **INDEPENDENT CONTRACTORS AGREEMENT**

THIS AGREEMENT ENTERED INTO BY AND BETWEEN TPI Building Code Consultants, Inc., 321-325 Spruce, South Elgin, Illinois (hereinafter the "Contractor") and , Illinois (hereinafter the "CITY"), known collectively (the "PARTIES").

WHEREAS, Contractor will be performing services and work for the CITY from time to time as ordered and directed by the CITY; and

WHEREAS, Contractor agrees to perform the duties as described in Exhibit A at the rate agreed upon between the Contractor and the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body in effect from time to time during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply are, all forms of Workers Compensation Laws, the Prevailing Wage Act, all terms of the Equal Employment Opportunity clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, certification of a written sexual harassment policy in full compliance with the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4), Statutes relating to contracts let by government, all applicable civil rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the CITY and shall indemnify and hold harmless the CITY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting there from, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be

liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity, which the CITY would otherwise have.

3. The Contractor shall similarly protect, indemnify and hold and save harmless, the CITY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reasons of Contractor's breach of any of its obligations under, or Contractor's default or any provisions of the agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.
4. **Term.** The term of this Agreement begins \_\_\_\_\_ and ends \_\_\_\_\_, 2021, unless terminated by either party with a written 30 day notice.
5. **Insurance.** The Contractor shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the CITY, and evidencing at least the minimum insurance coverages and limits. In no event shall any work begin without an insurance certificate having been provided and approved by the CITY. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification, or cancellation of any insurance policy or coverage shall become effective until the expiration of 30 days after written notice thereof shall have been given to the CITY. The Contractor shall, at all times during the term of this Agreement, maintain and keep in force, at the Contractor's expense, the insurance coverages provided above.
6. Contractor shall furnish any affidavit or certificate in connection with the work covered by this agreement as required by law.
7. **Availability of Personnel.** The Contractor shall provide all personnel necessary to complete the inspections. The Contractor shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of an inspector(s) assigned to the City. The Contractor shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the professional services which must be duplicated or redone due to such termination, reassigning, or resignation.
8. **Approval and Use of Subcontractors.** The Contractor shall perform the professional services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the

professional services as required by the Agreement. All professional services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Contractor.

9. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the professional services in a manner satisfactory to the City, the Contractor shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement as a result of any such removal or replacement.
10. **Non-Solicitation of T.P.I. Building Code Employees.** In consideration of the mutual promises contained in this Agreement, including the understanding that T.P.I. will be providing [the Village/Township] with consultants specially-trained by T.P.I. and who will utilize T.P.I.'s confidential information and trade secrets, and in recognition that the services to be rendered to [the Village/Township] by T.P.I. are of a special and unique character, [the Village/Township] covenants, warrants and agrees that during the period of time that any individual T.P.I. employee provides consultation to [the Village/Township] and for a period of one (1) year following the last day in which any such T.P.I. employee provides such consulting services for [the Village/Township], [the Village/Township] shall not, either directly or indirectly, without the prior written consent of T.P.I., solicit, induce or otherwise offer employment to, or engage in discussions regarding employment with, any such T.P.I. employee, or assist any third party with respect to any of these actions, unless that T.P.I. employee has been separated from his or her employment or other relationship with T.P.I. for a period of six (6) consecutive months.
11. **Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no City employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor 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.
12. **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor 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.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to

the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

13. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
14. **Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.
15. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered, either personally, by a reputable overnight courier, or by e-mail. Notices and other communications to the City shall be addressed to, and delivered at, the following address:

City/Village  
Attention:

E-mail

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the CITY, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the CITY.

**IN WITNESS WHEREOF, THE PARTIES have executed this Agreement**  
**this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**VILLAGE OF**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**Attest:**

\_\_\_\_\_

**Date of Execution**

\_\_\_\_\_, 2021

**Date of Execution**

\_\_\_\_\_, 2021

## EXHIBIT A

### Fee Schedule

#### Plan Review Fee Schedule- Electronic or Hard Copy

##### One and Two-Family Dwellings (*plumbing not included*)

- a. \$425.00 per dwelling unit
- b. Expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.
- c. All Re-reviews are 50% of original review.

#### Plumbing Plan Reviews

- All initial and re-reviews will be charged per the fee schedule below.

Type of Building	Base Price	Each Additional Fixture or Waste Opening
Single Family	\$60.00	\$2.00
Commercial & Multi-Family	\$100.00	\$4.00

#### Small Permit Plan Review Program

- 4 days or less turnaround time.
- Electronic or hard copy accepted.

Fee	Type
\$ 80.00 each	Prefab fireplace, furnace/AC, residential driveway
\$100.00 each	Residential electric service upgrade, fence, masonry fireplace, patio
\$125.00 each	Pergola
\$150.00 each	Deck, shed, pool, front porch
\$200.00 each (excludes plumbing)	Bathroom finish, electric car charging station, outdoor kitchen

#### Industrial, Commercial, and Multi-Family Structures- Electronic or Hard Copy

- Specific areas of plan examination include the disciplines of building, mechanical, electrical, energy, and accessibility standards.
- All Re-reviews are done at 50% of original fee.
- 5 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.

Gross Floor Area	Base Building	Base Building and up to two other disciplines	Base Building and up to three other disciplines
UP TO 2,500 SF	\$400.00	\$483.00	\$661.50
2,501 TO 4,000 SF	\$446.25	\$603.75	\$808.50
4,001 TO 5,000 SF	\$556.50	\$724.50	\$945.00
5,001 TO 7,500 SF	\$630.00	\$882.00	\$1,092.00
7,501 TO 10,000 SF	\$693.00	\$918.75	\$1,234.00
OVER 10,000 SF	\$761.25+ \$14.70 PER 1,000 SF OVER 10,000 SF	BLDG FEE x 1.5	BLDG FEE x 2.0

<b>Additional Reviews</b>	<b>Fee</b>
<b>Commercial Kitchen &amp; Food Processing areas</b>	\$425.00 per 1,000 SF of such areas
<b>Hazardous Areas</b>	\$425.00 per 1,000 SF of such areas
<b>Restaurant Mechanical Hood &amp; Duct System</b>	\$285.00 for 1 <sup>st</sup> hood, each additional hood reviewed at same time and within same building/unit, add \$115.00

<b>Sanitary Reviews</b>	<b>Fee</b>
<b>New Facility</b>	\$450.00
<b>Remodel Plan Review</b>	\$550.00

### **Fire Plan Reviews**

#### **Sprinkler Systems**

- All Re-reviews are done at 50% of original fee.

Fee is based on the total number of sprinklers

<b>Number of Sprinklers</b>	<b>Plan Review Fee NFPA 13 &amp; 13R</b>
<b>1 to 20</b> <i>(minimum fee)</i>	\$200.00
<b>21 to 100</b>	\$405.00
<b>101 to 200</b>	\$575.00
<b>201 to 300</b>	\$650.00
<b>301 to 500</b>	\$975.00
<b>Over 500</b>	\$975.00 plus \$0.95 per sprinkler over 500

<b>Number of Sprinklers</b>	<b>Plan Review Fee NFPA 13D</b>
<b>1 to 25</b> <i>(minimum fee)</i>	\$175.00
<b>26 to 50</b>	\$205.00
<b>51-100</b>	\$225.00
<b>over 100</b>	\$225.00 plus \$1.05 per sprinkler over 100

### **Fire Detection and Alarm Systems**

- a. Basic fee is \$0.016 per square foot of total building area.
- b. Minimum review fee of \$155.00.
- c. All Re-reviews are done at 50% of original fee.

**Standpipe Systems**

- a. Basic Fee: \$200.00 per Standpipe.
- b. No charge for standpipes that are part of a total building sprinkler system.

**Clean Agent Suppression Systems**

- The fee is based on cubic feet in this instance as the number of nozzles and the size of the tank to be used are determined by cubic feet.

<b>Cubic Footage of Protection Area</b>	<b>Fee</b>
<b>0 to 5,000</b>	\$445.00
<b>5,001 to 10,000</b>	\$575.00
<b>Over 10,000</b>	\$575.00 plus \$.05 per cubic foot over 10,000

**Restaurant Wet Chemical Systems**

<b>Number of Nozzles</b>	<b>Fee</b>
<b>1 to 15</b>	\$275.00
<b>16 to 30</b>	\$375.00
<b>31 to 50</b>	\$485.00
<b>over 50</b>	\$485.00 plus \$8.00 per nozzle over 50
<b>Each additional hood system reviewed at the same time within the same building and unit</b>	Add \$115.00

**Subdivision Design Reviews for Fire Department Access, Water Main Sizing, and Hydrant Layout**

- Reviews are performed at an hourly rate of \$100.00 per hour.
- Minimum review fee is \$155.00.
- All Re-reviews are done at 50% of original fee.

**Fire Pumps**

- \$205.00 per system.
- All Re-reviews are done at 50% of original fee.

**Life Safety Plan Reviews**

- The fee is based on the total square footage of the building.
- Basic fee: \$0.005 per sq. ft. of the total building area.
- Minimum fee of \$170.00.
- For special buildings, add 50% to the base fee.
- No additional charge for typical floors of a building.
- All Re-reviews are done at 50% of original fee.



**Inspection/Hourly Rates**

- Same inspector can perform Building, Electrical and Mechanical Inspections; when available Licensed Plumber who is also a multi-disciplined inspector may be utilized.
- Minimum 6 consecutive hours per inspector each day.

<b>Type</b>	<b>Hourly Normal Business Days</b>	<b>After hours M-F and Saturdays until 5pm</b>	<b>After 5pm Saturdays, Sundays, &amp; Holidays</b>
<b>Building, Electrical, Mechanical Inspector</b>	\$86.00 Available for 8 hours/day only	\$129.00	\$172.00
<b>Plumbing Inspector</b>	\$86.00 Available for 8 hours/day only	\$129.00	\$172.00
<b>Master Code Professional Plan Examiner</b>	\$100.00/hour Minimum 3 hours per onsite meeting.	Not Available	Not Available