



ICC Plan Review Services Contract

Gabe Martinsen - City of Miles City
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This agreement between International Code Council, Inc. ("ICC") and the Client named above addresses ICC plan review services, as more specifically provided for herein, for which the Client has engaged ICC:

- I. Services to be performed by ICC (the "Services"):
 1. Third-party plan review services as detailed in sections (i) and (ii) below, whether for limited scope, preliminary, or full-scope reviews for building, accessibility, mechanical, electrical, plumbing, energy conservation, or fire sprinkler systems, to wit:
 - i. ICC will perform specified construction plan reviews of specified systems and disciplines for compliance to applicable codes and standards, as specified in the scope of work. Fees will be charged pursuant to ICC's fees schedules and/or published hour rates.
 - ii. ICC will provide additional consulting services related to client's project under review, including scheduled remote meetings with interested parties. Fees for such services will be billed at normal hourly rates, save and except any necessary pre or post-review meetings with client pursuant to Section II below.
 2. ICC will make reasonable efforts to provide accurate information regarding the plans and construction documents that are submitted to ICC. However, except as expressly stated herein, ICC makes no guarantees or warranties, express or implied, as to the accuracy of any such information, including, without limitation, any warranty of merchantability or fitness for a particular purpose.
 3. ICC's review of plans and construction documents is limited to the information that is provided to ICC, ICC's published codes, as same may be amended locally. ICC does not review any other statutes, rules or regulations.
 4. ICC does not make any judgments or offer any opinions as to whether the project to which the documents relate should be approved. Approval is the responsibility of the appropriate officials in the jurisdiction in which approval is being sought.
 5. If ICC identifies deficiencies in documents submitted to ICC by an entity (such as a state or local jurisdiction) to whom the documents have been presented for approval, it is the responsibility of that jurisdiction's appropriate officials to make sure that necessary corrections are made before any approvals are given.
 6. If ICC identifies deficiencies in documents submitted to ICC by any other person or entity, it is the responsibility of the submitter of the documents to make sure that necessary corrections are made before the documents are presented to any regulatory authority for approval.

II. Fee Schedule:

1. For design review of the subject projects, the Client agrees to pay \$150.00 per hour as necessary to complete each review and report. For each project, a single meeting to discuss the review comments will be conducted at no charge. A single re-review of revised construction documents is included at no charge and will address only the comments identified in the original review. Additional work included beyond addressing prior review comments will require a new review with applicable fees. Engineering and Inspection services are excluded from this contract.
2. Where requested, "ICC Reviewed", stamping fees start at \$300 for the first 20 sheets and \$0.25 for each sheet thereafter. Stamping is provided at the close of the project after all comments have been satisfied.
3. Consultation beyond that described in (1) above will be billed at the rate of \$150.00 per hour and will be limited to scheduled remote communications with Client and interested third parties. Such consultations will be limited to discussion of the issued plan review report. Consultations will cease upon issuance of a building permit by the authority having jurisdiction, or the termination of this agreement, whichever occurs first.
4. Other expenses, including but not limited to expedited review fees, project report consulting, director level consulting, and other service fees associated with the design review will be billed in addition to the above.

As consideration for providing the Services, Client agrees to pay ICC the applicable fees set forth in this contract. All fees are due Net 30 days from the invoice date. Should invoices exceed aging of 30 days, ICC reserves the right to put said Client account on HOLD, which will suspend services until past due invoices are satisfied. For each project, initial invoicing is made at the conclusion of the first review by ICC and at the conclusion of each major step.

5. If any portion of payment is received after the late payment date, a monthly late charge may be applied. The monthly late charge will be 1.5% of the entire outstanding balance for each month or portion thereof, (18% per annum) for which the balance remains.
6. Unless otherwise prohibited by state or federal law, for all payments made by credit card a surcharge of 3.5% (.035) for handling shall be paid by Client to ICC.

III. Client Responsibilities

1. The Client agrees to review and incorporate all report comments and details into a final document to then be provided to the end user, if any. ICC is providing its comments as related to the applicable codes. It is the Client's responsibility to determine how these comments are to be used and what is to be forwarded to the end user, so long as such presentation to the end user is a true and accurate reflection of ICC's Services provided hereunder.
2. Client shall provide ICC with any necessary or requested information in a timely and responsive manner. Such Client-provided information shall be true and accurate. ICC shall not be responsible or liable for any delay or failure of performance caused in whole

or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement, which shall include providing responsive information to ICC necessary for ICC's timely performance hereunder.

IV. Liability

1. Client agrees to fully indemnify, protect, save, defend, and hold harmless ICC, its employees, agents, auditors, attorneys, officers, members, directors, successors, assigns and/or affiliates (and its affiliates' employees, agents, officers, directors, members, successors and/or assigns) from and against all third party claims, demands, suits, actions, damages, or expenses of any kind, including, but not limited to legal expenses, court costs, expert fees, and reasonable attorney's fees, resulting from, arising out of, or in any way connected with:
 - a. The Client's acts or omissions, occurring at any time, whether or not such acts are committed in accordance with designs approved by ICC; and/or
 - b. Any claims that the Services or Client materials provided and/or reviewed hereunder do not conform to applicable codes and standards, including but not limited to any statute, code, administrative rule of any government agency, or any industry standard, whether recommended by ICC or not; and/or
 - c. Any and all breach of warranty claims, whether express or implied; and/or
 - d. Any and all strict liability in tort claims.
3. To the extent permitted by applicable law, any liability of ICC, its agents, employees and other personnel, officers, directors, members, affiliates, successors or assigns for damages, whether for negligence, breach of warranty, or otherwise, shall be limited to an amount equal to the fees paid to ICC for review of the documents that are the subject of any such claim, regardless of whether the alleged liability arises from contract, tort or any other form of claim.
4. In no event shall ICC be liable for any consequential, incidental, indirect, special, punitive or exemplary damages, including without limitation costs or procurement of substitute services, loss of profits, business or goodwill, or loss of use of data or interruption of business, even if ICC or Client have been or is advised of the possibility of such damages.
5. The indemnity and limitations on liability provisions of this Agreement shall survive the completion, cancellation, revocation, failure, and/or the termination of this Agreement.

IV. General Provisions

1. This agreement shall be binding upon Client and upon Client's heirs, administrators, representatives, executors, successors, subsidiaries, parent corporation and assigns, and shall inure to the benefit of ICC, its officers, directors, shareholders, agents, employees, and attorneys, and each of them, and their successors and assigns.
2. This agreement is made and entered into under the laws of the District of Columbia, United States of America, and shall in all respects be interpreted, enforced and governed

under the laws of the District of Columbia. The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Any action for enforcement and or interpretation of this agreement shall take place in courts within the District of Columbia. Venue for any and all proceedings arising out of this agreement shall be in the District of Columbia.

3. Should any provision of this agreement be declared or determined to be null, void, inoperative, illegal, or invalid for any reason, the validity of the remaining parts, terms, or provisions of this agreement shall not be affected thereby and they shall retain their full force and effect, and said null, void, inoperative, illegal, or invalid part, term or provision shall be deemed not to be a part of this agreement.
4. This document sets forth the entire agreement between the parties and fully supersedes any and all prior negotiations, agreements or understandings between the parties pertaining to the subject matter hereof. This agreement may not be modified or amended except by written agreement signed by the parties hereto.
5. If collection efforts by ICC are necessary to recover funds owed by the Client to ICC for services rendered pursuant to this agreement, the Client shall be liable for all costs, court costs, expert fees, and attorney's fees for such debt collection efforts by ICC.
6. There are no intended third-party beneficiaries to this Agreement.
7. Neither Party may assign its respective rights or obligations under this Agreement without the express consent of the other party; provided, however, that ICC may freely assign its rights and obligations under this Agreement to any affiliated entity.

V. Duration and Termination of Agreement

1. The signing of this agreement constitutes a valid and legally binding contract between ICC and the Client for an initial term of (1) year; it shall automatically renew each year on the anniversary date of execution unless either party provides written notice otherwise at least 30 days prior to the termination date of the initial term or any renewal term. This agreement shall also terminate upon completion of the Services if this occurs prior to the expiration of the initial term or any renewal term. The termination or expiration of this Agreement will not discharge or relieve either Party of any obligations that are intended to survive the termination of this Agreement.
2. ICC or the Client may terminate this agreement for any reason by providing at least thirty (30) calendar days' prior written notice of its intent to terminate this contract. However, in the event that this agreement is suspended or revoked, the previous sentence shall be inoperative, and this agreement shall immediately terminate. In the event of termination for any reason, ICC shall be entitled to payment of all fees accrued up until the date of termination.

ICC Representative:  Date: 06-12-2026

Print:Name,Company,& Title:

Reviewed By: Phil Jones Date: 6-12-2026