

**BUILDING INSPECTOR
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Contract”) shall be effective as of the date of the last signature (“Effective Date”) and is between the Charter Township of White Lake (“Township”), whose address is 7525 Highland Road, White Lake, MI 48383, and _____, an individual whose address is _____ (“Contractor”). The Township and the Contractor shall be separately referred to herein as “Party,” and shall be collectively referred to as “Parties.”

The Parties wish to enter this Contract for the stated purposes and mutually agree as follows:

1. **Services to be Performed.** Contractor shall perform the following construction code inspection services for the Township Building Department on an as needed basis: serve as a/an _____ Inspector under the construction codes adopted by the State of Michigan and enforced and administered by the Township (the “Work”). Contractor shall perform the Work, in a competent, efficient, timely, good, professional, and workmanlike manner and in compliance with the Requirements that are attached hereto and made a part hereof as Attachment A.
2. **Nature and Duration of Contract.** Contractor acknowledges that the Township's purpose in entering into this Contract is to provide for the construction code inspection services listed above on an as needed basis to determine if same complies with the construction codes adopted by the State of Michigan and enforced and administered by the Township. Contractor acknowledges that the Township is not guaranteeing the number of inspections or period of time for which Contractor's Work will be needed, and that the Township may enter into similar contracts for the same inspection services with other persons. This Contract, which is for an indefinite term, may be terminated, with or without cause, by either party upon fourteen (14) days prior written notice.
3. **Payment.** As consideration for performing the Work identified above, the Township will pay Contractor for the Work in accordance with the Pay Schedule attached hereto and made a part hereof as Attachment B. Contractor shall report the results of each completed inspection in writing to the Township Building Department. The Township Building Department records shall be used to determine the payment amounts, with Contractor to be paid bi-weekly for completed inspections performed in the preceding month.
4. **Terms of Payment.** Contractor shall provide the Township with an itemized list of all Work performed and hours worked on a weekly basis. The Township shall pay Contractor within 30 days of the Township receiving all required documentation and the invoice as described herein.
5. **Independent Contractor Status.** Contractor is and shall perform under this Contract as an independent contractor with complete control over Contractor’s employees or agents, if any, and operations, and the means of providing the Work consistent and in compliance with this Contract. Contractor is not an employee of the Township and shall not make any representations, claims, assertions, or statements that suggest otherwise. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the

Township. In its capacity as an Independent Contractor, Contractor agrees to and represents the following:

- a. The Work required by this Contract shall be performed by Contractor and the Township shall not hire, supervise, or pay any assistants to help Contractor.
 - b. Neither Contractor nor any agent, employee, or contract personnel of Contractor shall receive any training from the Township in the professional skills necessary to perform the Work required by this Contract.
 - c. Contractor shall be responsible for the motor vehicle and all tools, equipment, and materials necessary to perform the Work and shall not be entitled to Township payment or reimbursement for any resulting costs or expenses. The Parties to this Contract intend that the relationship between them created by this Contract is that of service provider and service purchaser.
 - d. The Township will not provide worker's compensation insurance or withhold from or pay for any income, FICA, disability, unemployment, or other payroll or employment taxes with respect to payments to Contractor and will issue an IRS Form 1099-MISC to Contractor for those payments.
 - e. Contractor and any Contractor employees or subcontractors shall not be eligible for or entitled to receive any health, life, disability or other insurance, pension or retirement, reimbursement, or other benefit that may be provided to Township employees.
 - f. While Contractor is expected to timely perform the Work required by this Contract, Contractor may market its services and seek out other business opportunities during the term of this Contract.
6. **Insurance.** Contractor shall have no right to or expectation of coverage under any insurance policies of the Township. Contractor shall be responsible for having and maintaining during the life of this Contract all insurance required by law or otherwise necessary to cover Contractor's liability relating in any way to the performance or nonperformance of the Work under this Contract and any personal injury or property damage suffered by Contractor relating in any way to the performance or nonperformance of the Work under this Contract, including liability, workers' compensation and motor vehicle liability insurance for the vehicle(s) used by Contractor in or for purposes of the performance of the Work. The Township will not and is not obligated to insure Contractor in any way or to provide insurance or insurance coverage of any kind, nature or amount to or for the Contractor. Contractor shall have and maintain the following insurance, which shall be documented by a Policy of Insurance and/or Endorsement of a Policy of Insurance provided to the Township prior to the Effective Date of this Contract and that entitles the Township to prior notice of cancellation, changes, or non-renewal of the Policy or any portion thereof:
- a. General Liability insurance against claims for bodily injury or death and property damage in the amount of at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. Coverage shall be endorsed to name the Township and its officials and employees as additional insured, and such insurance shall be primary and noncontributory to any insurance the Township may have.

- b. Workers Compensation and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan, if Contractor has employees or agents involved in providing the Work.
7. **Liability.** Injuries to or damages suffered by Contractor and any Contractor employees or agents, third persons, and/or their property that occur during or as a result of the Work, are Contractor's responsibility, without recourse against or contribution from the Township or any of its officials or employees, with Contractor accepting all risks of and agreeing to indemnify, defend, and hold the Township harmless from, any claims and related costs and expenses, including attorney fees, for any such injuries or damage. The Township and its officials, employees, agents, and volunteers shall have no liability or responsibility for any such injuries or damages, consistent with the governmental immunity provided by law, which this Contract does not waive. This Contract is not for, and confers no benefit on, persons or entities that are not parties to it.
8. **Indemnification.** Contractor shall protect, defend, and save the Township, its officials, employees, volunteers, departments and agents harmless against any liability, actions, claims, suits, demands, judgments, expenses or charges of every nature and description brought against the Township for, or on account of, any property damage, death, injuries or other damages received or sustained by the persons or parties as a result of any facts or omissions of the Contractor or Contractor's employees, or agents.
9. **Compliance with and Governing Laws.** This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, codes, rules and regulations, including without limitation, those which apply because the Township is a public governmental agency or body. Contractor represents and warrants that Contractor is and will continue to be in compliance with all such laws and is otherwise eligible and qualified to enter into this Contract and perform the Work.
10. **Assignment.** Contractor shall not assign or subcontract the Work under this Contract without written consent of the Township.
11. **Governing Law.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan.
12. **Notices.** Written notice under this Contract shall be given to the Contractor and Supervisor of the Township at the addresses contained in this Contract by personal, overnight or registered mail delivery.
13. **Entire Agreement.** This is the entire Agreement between the Parties. There are no verbal agreements and no future verbal agreements will be valid. Any changes in or waivers of the provisions of this Contract must be in writing, approved by the Township Board, and signed by the Township and Contractor. Any such waiver shall be limited to that circumstance only and not applicable to subsequent actions or events

14. **Modifying the Contract.** This Contract may be modified only in writing signed by both Parties.

CHARTER TOWNSHIP OF WHITE LAKE

Dated: _____

By: _____ Its: _____

[Name of Contractor]

Dated: _____

By: _____ Its: _____

Appendix "A"

Compliance

At all times, Contractor shall be in compliance with all of the following requirements:

1. To be registered under and comply with the requirements of the Building Official's and Inspector's Registration Act, Public Act No. 54 of 1986, as amended, for the codes and reviews, inspections and services described in this Contract. This obligation includes the responsibility, without financial assistance or reimbursement by the Township, to pay the costs and fees of maintaining the required registration.
2. To comply with all requirements of the Single State Construction Code Act, being Public Act No. 230 of 1972, as amended, and all requirements of the Codes for and under which Contractor is to provide plan reviews, inspections and related services to the Township.
3. When performing Work under this Contract, to carry and display the written credentials and proof the Township has provided to Contractor of Contractor's appointment and position as an authorized White Lake Township Building Department Inspector.
4. To keep and maintain written records of all inspections and other services performed under this Contract, to not issue any violation notices or stop work orders without written authorization of the Township's Building Official or Building Official's designee and to not issue or represent myself as having authority to issue any permits or certificates of occupancy, whether they be full, partial or temporary.
5. To schedule, perform and report the results of inspections and other services required in the time and manner required by any schedule or directives Contractor may receive from the Township.

Appendix "B"

Pay Schedule

INSPECTOR RATE SCHEDULE	
Plan review	\$ 45/hour
Sub-contract building inspections	\$ 40/inspection
Required training which has been approved by the Township and authorized by the Township Supervisor	\$ 40/hour
Office hours	\$ 35/hour
Court hours	\$ 45/hour
ZBA or Board Meeting	\$ 45/hour
Electrical, Mechanical, Plumbing inspections – Rough	30% of permit fee
Electrical, Mechanical, Plumbing inspections – Final	30% of permit fee
Electrical, Mechanical, Plumbing re-inspections	60% of fee