

PLAN REVIEW and INSPECTION SERVICE AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2013, by and between the Village of Volente, Texas, hereinafter referred to as the “City” and Eileen Merritt, Inc. (dba ATS Engineers, Inspectors & Surveyors), a Texas corporation, having its principal place of business in Travis County, Texas, hereinafter referred to as “Inspector,” is understood and agreed to be as set forth herein:

1. **Description of Services.** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the City, requires the services of a building inspector.
 - a. ATS Inspectors and plan review staff shall be retained by the City under the designation of “Building Official” and/or “Building Inspector” and shall be subject to limitations and description of duties and powers as described within the code adopted by the City.
 - b. Inspector agrees to make all inspections required or requested by the City under appropriate ordinances of the City. See Attachment “A” “Inspection Scheduling Procedures”.
 - c. Upon City request, Inspector will make written reports noting ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the City office via mail, in person, facsimile, or other electronic means within two (2) business days.
 - d. Inspector may from time to time be called upon to perform the following services:
 - i. Attend meeting of the City Council, when requested by the Mayor, Council Member or other City Official; and/or
 - ii. attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.
 - e. Request for the inspection may be made by telephone, fax or email. Upon notification, Inspector will honor the request within one (1) business day.
 - f. Request for plan review services may be made by telephone, fax or email. Upon notification, construction document submittals will be picked up or arrangements will be made to have plans mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.
 - g. Inspector shall conduct him/herself as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council. Inspector will report to the City, verbally or in writing, any conflicts between Inspector and any citizen in the course of performing said duties.
 - h. The City may conduct customer satisfaction surveys from time to time without notice to Inspector. The City will incur cost of materials to perform such surveys.
 - i. Inspector shall maintain complete and accurate records of work performed for the City. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.

2. **Payment for Services.** The City will employ the Inspector for the following fee structure:

- a. Residential inspections: new construction or additions –
 - Temporary electrical service \$50.⁰⁰
 - Plumbing rough-in/ foundation layout \$50.⁰⁰
 - Water/ sewer yard-lines \$50.⁰⁰
 - Copper rough-in \$50.⁰⁰
 - Combination inspections (frame & MEP rough-in) \$50.⁰⁰
 - Re-frame and Insulation inspections \$50.⁰⁰
 - Wallboard inspections \$50.⁰⁰
 - Final inspections (combination)/ Certificate of Occupancy \$50.⁰⁰
 - Gas test/Electrical service inspection \$50.⁰⁰
 - Additional inspections to include but is not limited to driveway, fence, pool, demolition \$50.⁰⁰
 - Re-inspections for Residential and Special Inspections \$50.⁰⁰
 - Remodeling/alterations to existing structure \$50.⁰⁰ per inspection
\$50.⁰⁰ per re-inspection
- b. Commercial inspection: inspection types as described in “a” above.
 - New construction or additions \$65.00 per inspection
\$65.00 per re-inspection
 - Remodeling/alterations to existing structure \$65.00 per inspection
\$65.00 per re-inspection
- c. Multi-family: by proposal
- d. Plan Reviews:
 - Residential: new construction or additions \$65.00 per project
 - Commercial: new construction or additions \$65.00 per hour
 - Multi-family: new construction or additions \$65.00 per hour
 - If requested, an estimate for number of hours shall be forwarded to City and confirmation of fee given by City prior to plan review
- e. Consulting Fees: \$75/hr to include meetings, special projects and requests.
- f. Texas Accessibility Standards inspections: fees based on current state fees.
- g. Code enforcement – nuisance abatement, abandoned/ unsafe housing inspections and reports billed on an hourly rate of \$65.00 per hour.

Inspector shall invoice the City bi-weekly for each inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment “A” shall be those fees identified above.

- 3. **Termination.** Either party may terminate this Agreement by a thirty-day written notice.
- 4. **Relationship of Parties.** It is understood by the parties that Inspector is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.

5. **Employees.** Inspector's employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, Inspector shall provide adequate evidence that such persons are Inspector's employees.
6. **Injuries/Insurance.** Inspector acknowledges Inspector's obligation to obtain appropriate insurance coverage for the benefit of Inspector's employees, if any. Inspector waives the rights to recovery from the City for any injuries that Inspector and/or Inspector's employees may sustain while performing services under this Agreement. Inspector to provide a copy of insurance coverage to the City at least 10 days prior to end of any existing coverage period. Inspector shall provide written proof of insurance to the City prior to performance under this Agreement.
7. **Indemnification.** Inspector agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the City that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents.
8. **Assignment.** Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
9. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:
Village of Volente

If for Inspector:
ATS Engineers, Inspectors & Surveyors
912 S Capital of Texas Hwy, Suite 450
Austin, Texas 78746
Tel: (512) 328-6995
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
11. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. **Applicable Law.** The laws of the State of Texas shall govern this Agreement.

15. **Venue:** Travis County shall be the venue for any disputes that arise between the City and Inspector under the terms of this Agreement.

Party Contract Services:

Village of Volente

By: _____

Title: _____

Inspector Service Provider
Eileen Merritt, Inc. ATS Engineers, Inspectors & Surveyors

By: _____

Richard M. Roberts P.E.

Title: Principal _____

Attachment "A"

BUILDING INSPECTION SCHEDULING PROCEDURES

Village of Volente inspections are conducted by ATS Engineers, Inspectors & Surveyors. Inspections can be called in or received via facsimile or email to ATS prior to 5:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is inspections@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be noted by the person requesting the inspection.

It is the responsibility of the permit holder to call in or fax inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection needed. Passed inspections allow construction to proceed to the next ordinance(s). Failed inspections shall be remedied and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections.

FIRST INSPECTION: Temporary Construction Power

- ❑ Meter base and panel set per code with regard to under-ground or over-head electrical connection.
- ❑ Ground-fault circuit protection on all 120-volt receptacles and proper grounding means must be in place.
- ❑ Job-site address must be visible from street.

SECOND INSPECTION: Plumbing Rough-In and Layout Inspection

- ❑ To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- ❑ A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- ❑ Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- ❑ All drain and waste piping installed with slope required for pipe size.
- ❑ Finished floor elevation allowing proper drainage around structure.
- ❑ Portable toilet facility and trash receptacle on site.

THIRD INSPECTION: Sewer/Water Yard Line Inspection

- ❑ To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- ❑ All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any back-water prevention valve(s) installed on building sewer piping.
- ❑ Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- ❑ Clean out(s) installed and tap connection complete at main.

FOURTH INSPECTION: In-Slab Water Distribution Piping (Plumbing Copper)

- ❑ A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- ❑ All rough-in plumbing, in-slab electrical or other conduit in place.
- ❑ All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- ❑ Copper water lines shall be sleeved and protected from dissimilar metals.
- ❑ In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- ❑ “UFER” ground wire bonded to reinforcing steel.

FIFTH INSPECTION:

- ❑ Frame Inspection
 - To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
 - Construction plans, documents, and engineered product specifications are on-site.
- ❑ Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- ❑ Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.
- ❑ Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all other concealed components are complete, and prior to the installation of batt insulation and/or sheetrock.

SIXTH INSPECTION: Re-Frame & Insulation Inspection

- ❑ Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- ❑ To be made after all batted insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the 2009 International Energy Conservation Code are enforced.

SEVENTH INSPECTION: Wallboard

- ❑ To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

EIGHTH INSPECTION: Gas Test and/ or Electrical Service Inspection

- ❑ Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is conducted on gas piping to verify tightness of system.
- ❑ Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street.

NINTH INSPECTION:

- ❑ Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- ❑ Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- ❑ Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy.
- ❑ Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

ADDITIONAL INSPECTIONS:

- ❑ Driveway – prior to concrete placement. For approach onto State ROW, TX DOT permit is required.
- ❑ Fence – must be in compliance with City fence ordinance.
- ❑ Pool – electrical, plumbing and energy conservation in compliance with adopted codes and ordinances.
- ❑ Demolition – proof of asbestos abatement. All debris removed from site.

NOTE: The above stages are minimum requirements and are not intended to limit the appropriate use of materials, appliances, equipment or methods of design or construction. The adopted ordinances of the municipality shall apply to all construction within the subdivision boundaries.