

## Building Department Services Agreement

### BUILDING INSPECTION Windsor Heights, Iowa

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **CITY OF WINDSOR HEIGHTS, IOWA**, a municipal corporation, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineer**.

**WITNESSETH: THAT WHEREAS**, the City has enacted by ordinance certain codes for building standards for construction within the City, and

**WHEREAS**, the Code of Ordinances provides for the appointment of a building official responsible for the enforcement of the building, plumbing, mechanical, fire and dangerous/existing building code.

**WHEREAS**, the Mayor and City Council desire to appoint and confirm the appointment of the Engineer as the building inspector for commercial and industrial structures.

**NOW, THEREFORE**, the parties agree that the retention of the Engineer as building inspector shall be subject to the following terms and conditions, to wit:

1. **SCOPE OF SERVICES.** The Engineer agrees to provide those services necessary to comply with the requirements of the building code ordinance and zoning ordinance. With said services including but not necessarily limited to the following:
  - a. Provide inspection of new construction, remodeling, renovation, and other associated services for residential, commercial and industrial structures in accordance with the Code of Ordinances of the City of Windsor Heights.
  - c. Electrical inspections and review is not included. This will be done by the State of Iowa.
  - d. Coordinate building code inspection and enforcement with fire code inspection according to City policy and procedure.
  - e. Review applications and issue permits for residential, commercial and industrial building construction, and renovation including plumbing and mechanical permits where required.
  - f. Follow City procedures and prepare necessary forms for initial inspection, follow-up and final inspection on all assigned projects including issuance of appropriate occupancy permits.

- g. Perform required plan checks and site plan reviews in accordance with applicable standards as requested by the City.
- h. Attend meetings of the City Council, Plan and Zoning Commission and Board of Adjustment when required.
- i. Assess structural damage to commercial and industrial buildings caused by fire or natural disaster.
- j. Advise the City of current trends and changes in the construction field and building code requirements when applicable.

**2. PLAN REVIEW AND CHECKING.** In accordance with the provisions of the building codes, a plan review and plan check fee may be required for certain commercial development. The Engineer shall make a determination for those projects subject to the plan review requirement whether the plan review is required. In making such judgment the Engineer shall not require the plan review unless such plan review is required for an evaluation and analysis of the proposed improvement.

**3. INDEMNIFICATION AND INSURANCE.** The Engineers shall and hereby agrees to hold and save the City harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, suit and court costs for personal injury, property damage, and/or deaths or damages arising out of the Engineers' or any of its agents' and servants' and employees' negligent acts, errors or omissions for services under this Agreement.

The Engineers shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 each aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall also state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice.

The Engineers shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall also state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail.

The Engineers shall and hereby agrees to hold and save the City harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, suit and court costs for all personal injury and death to any and all of the Engineers' agents, servants and employees occurring under the Workers Compensation Act of the State of Iowa, and shall provide evidence that such insurance is carried in the statutory limits. The Engineers shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of the Workers Compensation law.

The Engineers shall provide evidence of errors and omissions insurance by insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional errors and omissions of the Engineers. The evidence shall also state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail.

4. **COMPENSATION.** The City shall compensate the Engineers a lump sum amount for each building inspection activity in accordance with the following schedule:
  - a. Building Inspection Services Compensation shall be:
    - 90% of the building inspection permit fee for up to the first \$150,000 in value (\$0 - \$150,000 in Valuation)
    - 50% of the building inspection permit fee for valuations over \$150,000. This fee is in addition to the 90% of the fee for the first \$150,000 in valuation.
  - b. All existing permits will be inspected on an hourly basis. A rate of \$80/hr. will be used to calculate the fee.
  - c. Plan Check Fee. If a plan check fee is required for a new building inspection project, compensation for the plan check fee is 65% building permit fee (80% for the Engineer and 20% for the City). If the City chooses not to engage the engineer for those services and the City instead conducts the plan review and requests some assistance, then an hourly fee of \$80/hour will be charged for actual hours worked based on the request.
5. **PAYMENT.** The City shall make payment to the Engineer fees due for building inspection and plan check within thirty (30) days after the receipt of the fee from the applicant.
6. **TERMINATION.** This Agreement may be terminated by either party upon fourteen (30) days written notice.
7. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be

