

AGREEMENT FOR BUILDING INSPECTION SERVICES

This Agreement ("Agreement") is made and entered into by and between Texas Power Inspections, LLC, a Texas limited liability company and duly registered Texas engineering/inspection firm, acting through its authorized representative (hereinafter referred to as "Contractor"), and the Town of Bartonville, Texas, a Type A General Law municipality located in Denton County, Texas (hereinafter referred to as "Town").

RECITALS

WHEREAS, the Town is authorized pursuant to Chapter 214 of the Texas Local Government Code to regulate building construction and to enforce building codes within its corporate limits and, where applicable, its Extraterritorial Jurisdiction (ETJ);

WHEREAS, the Town has adopted certain building, residential, electrical, mechanical, plumbing, energy, fire, and related codes, including the most current editions adopted by ordinance;

WHEREAS, Contractor represents that it and its personnel are properly registered with the Texas Department of Licensing and Regulation (TDLR), the Texas Commission of Licensing and Regulation, and/or any other state regulatory body as required by law to perform building inspection services in the State of Texas;

WHEREAS, the Town desires to contract for third-party building inspection services in compliance with Texas law; and

WHEREAS, Contractor desires to provide such services subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Term

This Agreement shall commence March 1, 2026, and shall expire September 30, 2026, unless earlier terminated as provided herein.

The Agreement may be renewed for additional one-year terms upon written approval by the Town Council.

Section 2. Scope of Services

Contractor shall provide professional building inspection and plan review services in accordance with:

- Texas Local Government Code Chapter 214
- Texas Occupations Code (as applicable to inspectors and related trades)
- All codes adopted by ordinance of the Town
- All other applicable state and federal laws

2.1 Plan Review

Contractor shall review residential and commercial construction plans for compliance with all adopted codes and ordinances prior to permit issuance. The Town's Permit Technician shall issue permits only after Contractor's written approval.

2.2 Inspections

Contractor shall perform required inspections, including but not limited to:

- Building
- Electrical
- Plumbing
- Mechanical
- Energy compliance
- Foundation and structural inspections
- Civil, drainage, and engineering infrastructure inspections (excluding TxDOT or County ROW unless specifically authorized)

All inspections shall be documented in writing in the Town's permitting software system or approved reporting format.

2.3 Code Enforcement Support

Contractor may assist in enforcement actions, including written notices of violation and testimony in Municipal Court, when requested.

2.4 Meetings

Contractor shall attend meetings with staff, Planning & Zoning, Town Council, or the public as reasonably requested.

Section 3. Licensing and Compliance

Contractor warrants that:

1. All inspectors are properly certified and registered as required by Texas law.
2. All required continuing education is maintained.
3. Contractor shall immediately notify the Town of any lapse, suspension, or revocation of licenses.
4. All work shall be performed in accordance with professional standards applicable in Texas.

Section 4. Independent Contractor Status

Contractor is an independent contractor. Nothing herein shall be construed to create an employment relationship. Contractor shall be solely responsible for payroll taxes, workers' compensation, unemployment insurance, and all employment-related obligations.

Section 5. Compensation

The Town shall compensate Contractor in accordance with Exhibit A (Fee Schedule), incorporated herein by reference.

Payment shall be made biweekly upon submission of invoice and supporting documentation.

The Town retains all permit fees and enforcement-related revenues.

Section 6. Records and Public Information

All inspection reports, plans, and related documents are public records subject to the Texas Public Information Act. Contractor agrees to maintain records in accordance with Texas law and provide copies to the Town upon request.

Section 7. Insurance

Contractor shall maintain at minimum:

- Commercial General Liability: \$1,000,000 per occurrence
- Professional Liability (Errors & Omissions): \$1,000,000
- Automobile Liability: \$500,000
- Workers' Compensation (if applicable under Texas law)

Certificates of Insurance shall name the Town of Bartonville as an Additional Insured where permitted by law.

Section 8. Indemnification

To the extent permitted by Texas law, Contractor shall indemnify and hold harmless the Town and its officers, agents, and employees from claims arising out of Contractor's negligent acts, errors, or omissions.

Nothing herein waives any governmental immunity or defenses available to the Town under the Texas Tort Claims Act or the Texas Constitution.

Section 9. Termination

9.1 Termination Without Cause

Either party may terminate upon thirty (30) days written notice.

9.2 Immediate Termination

The Town may terminate immediately upon:

- Loss of required licensure
- Failure to maintain insurance
- Material breach of contract

Contractor shall be compensated for services performed through the effective date of termination.

Section 10. Venue and Governing Law

This Agreement shall be governed by the laws of the State of Texas. Venue shall lie exclusively in Denton County, Texas.

Section 11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Amendments must be in writing and approved by the Town Council.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2ND day of MARCH 2026.

TOWN OF BARTONVILLE

TEXAS POWER INSPECTIONS LLC



Kirk H. Riggs,
Town Administrator



Scott Leavelle,
Owner/Authorized Representative

ATTEST:



Shannon Montgomery, TRMC
Town Secretary

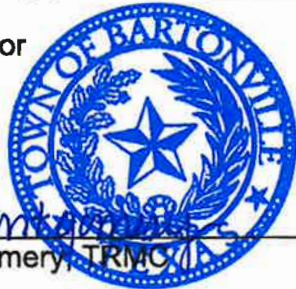


Exhibit A
Plan Review and Inspection Fees
Texas Power Inspection, LLC

Residential:

All Inspections \$70 (Re-Inspection Fee \$50)

Commercial:

\$85

Estimated Number of Inspections for Projects: This is an Estimate only. The exact number of inspections will be determined at the plan review for each Project. This does Not include failed inspection fees. All fails will be a re-inspection fee.

New Single Family Dwelling:	12
Addition with all trades:	10
Patio cover- with electric and gas:	6
Detached building with all trades:	8
Pool	7
Hanger	7
Generator	3
Short Term Rental Inspection	1 (\$175)

Miscellaneous inspections: The following require a permit and only one final inspection:

- Solar panels
- Fence
- Windows
- A/C unit
- Water Heater
- Irrigation
- Driveway

Plan Review Fees:

New Single Family Dwelling:	\$225
Addition:	\$85
Patio cover:	\$85
Detached building:	\$85
Hanger:	\$85
Pool:	\$85
Generator:	\$55

Solar Panels:	\$55
Driveway:	\$55
Fence:	\$40
Irrigation:	\$40

Other:

Onsite appearance with Code Enforcement Officer Report Provided	\$275
Consultation fee per hour	\$75

Commercial Projects: An estimate of the plan review cost and number of inspections will be provided prior to review.

Plan Review Times: Two (2) business days.

Inspection Request and Inspection Times: Inspections are on Demand (Choose any time and day provided in the portal, M-F 8:00 am to 5:00 pm).